119-469

TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, 1884.

No. ~~887~~ 293 53

CHARLES G. PEPER, SUED AS CHARLES G. PEPER AND COMPANY, AND GEORGE G. LATTA, APPELLANTS,

vs.

SAMUEL W. FORDYCE, ASSIGNEE OF WALTER A. MOORE, AND WALTER A. MOORE.

APPEAL FROM THE CIRCUIT COURT OF THE UNITED STATES FOR THE EASTERN DISTRICT OF ARKANSAS.

FILED SEPTEMBER 22, 1883

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No. 587.

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vs.

SAMUEL W. FORDYCE, ASSIGNEE OF WALTER A. MOORE, AND WALTER A. MOORE.

APPEAL FROM THE CIRCUIT COURT OF THE UNITED STATES FOR THE EASTERN DISTRICT OF ARKANSAS.

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1 Be it remembered that on the 11th day of June, 1881, came into the office of the clerk of the circuit court of the United States for the eastern district of Arkansas, S. W. Fordyce, by Murphy & Rector and Cohn & Cohn, Esqs., his solicitors, and filed therein a bill of complaint against Charles G. Peper, in the words and figures following, to wit:

Complaint in Equity.

In U. S. Circuit Court for the Eastern District of Arkansas.

SAMUEL W. FORDYCE, as Assignee, &c., Plaintiff,
against
CHARLES G. PEPER and GEORGE G. LATTA, Defendants.

The plaintiff, Samuel W. Fordyce, who, as assignee of Walter A. Moore, at the instance of his creditors and for their benefit, brings this suit, says: That in the month of August, 1880, the defendant, Charles G. Peper, a cotton factor and commission merchant,
2 doing business as such in St. Louis, Mo., under the name and style of Charles G. Peper & Co, agreed with the said assignee, Walter A. Moore, then a merchant, doing business as such in Hot Springs, Arkansas, to honor and pay his drafts and bills of exchange to the amount of seven thousand dollars, as an inducement to said Moore to ship and consign to him at St. Louis, Missouri, for sale on commission, cotton, which he, the said Moore, might control or purchase in connection with his said business during the cotton season—fall, winter, and spring next following; that said Moore thereafter drew upon and received from defendant considerable sums of money, about seven thousand dollars, and upon the opening of the cotton business began to ship and consign cotton to defendant as aforesaid, and continued so to do until the 14th day of May,
3 1881, said shipments embracing large quantities of cotton, in the aggregate nine hundred and twenty-seven bales, or thereabout; that after commencing the shipment said Moore, under agreement with defendant, drew upon him at different times for money, and received the same; that from the commencement of the said transactions to their close a large sum of money, thirty-nine thousand nine hundred and eighty-four dollars and fifty-eight cents, was so drawn, as is shown by said Moore's books, and the statements and representations of his book-keeper, and those most familiar with his business. Plaintiff charges that this sum embraces all the money ever received or had by said Moore from defendant. And plaintiff further says that on the tenth day of January, 1881, when defendant had on hand and unsold a large quantity of cotton of the said Moore, he, the defendant, insisting that said
4 Moore would, upon a fair estimate of the value of said cotton, then be indebted to him in the sum of seven thousand three hundred dollars and thirty-eight cents, induced said Moore to execute three promissory notes for two thousand four hundred and thirty-three dollars and forty-six cents each, with interest at the rate of ten per cent. per annum, the first to become due ninety days after the date thereof, the second six months, and the third nine

months after date, and by assuring and representing to said Moore that if he would secure said notes he would hold all cotton of said Moore then in his hands, or thereafter to be consigned to him, until the same should rise in price and could be profitably sold, induced said Moore to execute a deed of trust, a copy of which, marked Exhibit A, is attached and made part of this complaint, whereby
5 he conveyed to George G. Latta the following lands, situated in the county of Garland, and State of Arkansas:

Lot No. 1, in block No. 41; lots No. 1, 2, 3, in block No. 42; lot No. 6, in block No. 186; lot No. 2, in block No. 155, in the town of Hot Springs, and in the original Hot Spring reservation; also the west half of the southwest quarter of section fifteen, township 3 south, range 19 west; the undivided ½ of east ½ of the southwest ¼ of section 31, in township 2 south, of range 19 west, in trust, reciting, among other things, particularly said notes, and providing that if either or any part of said notes, or the interest, should be unpaid at maturity, the whole should become due, and conferring upon said Latta power and authority to sell said lands at public vendue to the highest bidder, for cash, at the court-house door of said
6 county, on giving twenty days' notice by publication in some newspaper printed in the city of Hot Springs, Arkansas, at the time, terms and place of sale, and to apply the proceeds to the payment of said notes and interest and other expenses of sale, and also induced said Moore to execute another deed of trust conveying to said Latta the following lands situated in said county and State, to wit:

The undivided ½ of lots 5 and 6, in block No. 127; lot No. 9, in block No. 130; lot No. 1, in block No. 8; lot No. 2 and 3 and 4 and 5, in block No. 10; the undivided ¼ of lot No. 15, in block No. 77; undivided ½ of lots 6 and 11, in block No. 178; lots 1 and 2, in block 190; lots No. 1, 2, 3, in block No. 191; lots 1, 2, 3, 4, 5, in block No. 180; lots 1, 2, 3, 4, 14, 15, 16, in block No. 177; lots No. 1, 2, 4, 5, 13, 14, in block No. 179, in the city of Hot Springs, and in the original Hot Spring reservation. That said deed, a copy [of]
7 which, marked Exhibit B, is attached to and made a part of this complaint, recites the same notes, and contains, in effect, the same provisions for sale by said Latta in case of their non-payment as the deed first named, but contains no provision for any of said notes to become due thereon than according to their turn.

And also on the same day induced said Moore to execute to him another promissory note for one hundred dollars, for money to be thereafter paid said Moore by defendant, which said note is, by its terms, due and payable on the first day of September, 1881, and as security for the payment of said note induced said Moore to execute another deed of trust (a copy of which, marked Exhibit C, is attached to and made a part of this complaint) to said Latta, conveying to him same land embraced in the first deed above mentioned, reciting said last-mentioned note, and empowering, in default
8 of its payment, said Latta to sell said land upon the same terms in effect and notice as set forth in said first-mentioned deed.

And said defendants, on the same, as a further security for the three notes first above mentioned, induced said Moore to execute to him in his assumed name of Charles G. Peper & Co. a deed of mortgage upon the following property, to wit, a two-story frame building on lots 11 & 12, in block 86, in said city of Hot Springs; that said mortgage, a copy of which, marked Exhibit D, is attached to and made a part of this complaint, among other things, recites said notes, and in terms empowers defendant or his agent to sell said property in default of payment, on giving notice, etc.

That defendant, as a further inducement to said Moore to execute said notes, deeds, and *and* mortgages, promised him
9 that if he would do so he would furnish and advance to him such money as he might need in his business prior to an advance in the price of cotton, at which he, the said Moore, might be willing to sell.

Plaintiff further states that said Moore has since the advancement of said money by defendant began paid defendant five thousand three hundred and thirty-seven dollars and thirty-eight cents. That of all the cotton shipped and consigned by said Moore to defendant, defendant sold prior to the second day of June, 1881, only sixty-two bales to plaintiff's knowledge, though plaintiff is informed and believes and charges that defendant in the month of May transferred the whole of said cotton to his own name, with a view to make it appear that he had sold it in case of rise of price; that on the
10 second day of June, 1881, the defendant sold all of said cotton, 860 bales, at nine and one-eighth cents per pound, against the objectors of plaintiff and of said Moore and some of his creditors, but has rendered neither to the plaintiff nor to said Moore an account of said sale; that defendant pretends that the charges upon said cotton are erroneous, storage alone being in excess of two hundred dollars per month; that he also claims large sums for insurance and attention to said cotton, all of which are unjust; that exclusion of said last-mentioned sale said Moore, to the best information and belief of plaintiff, owes defendant altogether not exceeding $34,547.20, and that if ths sale of said last-mentioned cotton and the proceeds thereof were properly accounted for by the defendant Peper said Moore would owe him nothing, but he, on the
11 contrary, is indebted to Moore, although defendant pretends that Moore owes him about $15,000.00; that said notes are not independent of the open account between him and Moore, but are for a part of the $39,984.58 advanced as aforesaid, a copy of which, marked Exhibit E, is attached to and made part of this complaint, and that plaintiff duly qualified as such assignee; that said creditors are numerous, and said Moore is an insolvent creditor; that two of them, Zuberbier & Behan, have instituted suit in behalf of themselves and all other creditors who may desire to make themselves parties thereto in this court to carry out and execute said assignment; that a large number of said creditors have made themselves parties to said suit, including defendant, and that all of said creditors are, as plaintiff is,
12 advised, favorable to the same; that said principal defendant,

Peper, is a resident and citizen of the State of Missouri, and that plaintiff is a resident and citizen within this district of Arkansas; that the taking of an account of the transactions between said Moore and defendant is essential to the interest of all parties concerned; that the property embraced in said deeds of trust and mortgage is valuable, worth $15,000.00; that the defendant has under said deeds of trust and mortgage published in the Daily Sentinel, a newspaper, three notices, copies of which, marked F, G, & H, respectively, are attached to and made part of this complaint; that he under said mortgage, said Latta, under said deeds of trust, will sell said property for cash, at public auction, at the court-house door in said county, on the fourteenth day of June, 1881, to pay said notes, and that they will so sell the same unless restrained by
13 order of this court; that if they do sell, said property will be sacrificed, and the title so clouded and embarrassed that plaintiff will be able, in consequence of the unwillingness of persons to buy with said matters unsettled and a deed outstanding, to realize nothing within the time allowed by law for his disposition of the same from said property; that said deeds of trust and mortgage contain in terms a wa-ver by said Moore of apprais-ment provided under the laws of Arkansas, and the defendants are proceeding in disregard of such apprais-ment laws; that plaintiff and the creditors are remediless at law.

And plaintiff further complains and says that he is advised, and avers the fact to be, that upon an accounting had and obtained, as aforesaid, it will be found that the said defendant Peper is entitled to no amount as now due and owing to him by said Moore,
14 or a small amount which he is entitled [to] enforce under the said deeds of trust, and that *he* is his intention, for the benefit of the creditors named in said assignment, to redeem the said property covered by said deeds when the correct amount is so ascertained, if upon said accounting, as he avers the truth to be, the amount due shall be found to be as above averred.

Plaintiff therefore prays than an account be taken between him and defendant of the transactions between defendant and said Moore; that true accounts be tendered by defendant Peper; that said defendant be decreed to pay any balance that may be found in favor of plaintiff on account of said transactions; that if a balance should be found to be due defendant (which plaintiff denies), such order be taken looking to interest of the other creditors and for their protection consistent with defendants' rights as to the
15 court shall seem meet; that said defendants, their agents and attorney, in the mean time be restrained from selling said lands and property under said deeds of trust, mortgages, and notices, and for such other and general relief as the court may deem just and proper in the premises.

COHN & COHN,
MURPHY & RECTOR & SUMMERS,
Sol's for Pl'ff.

Samuel W. Fordyce, the plaintiff, says: That all the statements in

the foregoing complaint made upon his own knowledge are true, and that he believes all of such statements as are made upon information and belief to be true.

SAM'L W. FORDYCE,
Assignee of W. A. Moore.

Subscribed and sworn to before me, this 11 day of June, 1881, at Garland county, in the State of Arkansas.

[SEAL.] ANDREW BRUON,
Notary Public.

16 $2,433.46. HOT SPRINGS, ARK'S, *January 10th*, 1881.

Nine months from even date herewith, I promise to pay to Charles G. Peper & Co., or order, the sum of two thousand four hundred and thirty-three $\frac{46}{100}$ ($2,433.46), with interest at the rate of ten per cent. per annum from date hereof until paid, for value received.

W. A. MOORE. [SEAL.]

Endorsed: Filed May 7, 1883. Ralph L. Goodrich, clerk.

$2,433.46. HOT SPRINGS, ARK'S.

Six months from even date herewith, I promise to pay to Charles G. Peper & Co., or order, the sum of two thousand four hundred and thirty-three $\frac{46}{100}$ dollars ($2,433.46), with interest at the rate of ten per cent. per annum from date hereof until, paid for value received.

W. A. MOORE. [SEAL.]

17 Endorsed: Filed May 7, 1883. Ralph L. Goodrich, clerk.

$2,433.46. HOT SPRINGS, ARK'S, *January 10th*, 1881.

Ninety days from even date herewith, I promise to pay to Charles G. Peper & Co., or order, the sum of two thousand four hundred and thirty-three $\frac{46}{100}$ dollars ($2,433.46), with interest at the rate of ten per cent. per annum from date hereof until paid, for value received.

W. A. MOORE. [SEAL.]

Endorsed: Filed May 7, 1883. Ralph L. Goodrich, clerk.

(This note is endorsed as follows:) Received on the within this January 13th, 1881, the sum of six hundred and eighty-six dollars and ten cents. Received on the within this January 13, '81, fifty-six dollars. May 14, credit by cash, three hundred twenty-five $\frac{0}{100}$ dollars.

18 $100. HOT SPRINGS, ARK'S, *January* 13, 1881.

On or before the first day of September next fixed, I promise to pay to Charles G. Peper & Co., or order, the sum of one hundred dollars, for value received, with interest at the rate of ten per centum per annum from date hereof until paid.

W. A. MOORE.

EXHIBIT A.

This deed, made and entered into this 10th day of January, eighteen hundred and eighty-one, by and between Walter A. Moore, of the county of Garland, State of Arkansas, party of the first part, and Geo. G. Latta, of the county of Garland, State of Arkansas, and Charles G. Peper & Co., of the city of St. Louis, State of Missouri, party of the third part, witnesseth: That the said party of the first part, in consideration of the debt and trust hereinafter mentioned and created, and of the sum of one dollar to him paid by the said party of the second part, the receipt of which is hereby acknowledged, do by these presents grant, bargain and sell, convey and confirm, unto the said party of the second part the following-described real estate, situated in the county of Garland, State of Arkansas, to wit: Lot numbered one (1), in block numbered (41); lots numbered one (1) and two (2) and three (3), in block numbered forty-two (42); lot numbered six (6), in block numbered one hundred and eighty-six (186); lot numbered two (2), in block numbered one hundred and fifty-five (155); the said lots and blocks being in Hot Springs reservation, and being in accordance with the survey and return of the Hot Springs commissioners; and also the west half (W. ½) of southwest quarter (S. W. ¼) of section fifteen (15), township three (3) south, range nineteen (19) west; and also my undivided one-half interest in the east half of the southwest quarter and the west half of the southeast quarter of section thirty-one (31), township two (2) south, range nineteen (19) west; to have and to hold the same, together with the appurtenances, to the said party of the second part, and to his successors hereinafter designated, and to the assigns of the said party of the second part, or of said successor forever, in trust, however, for the following purpose:

Whereas the said Walter A. Moore, grantor, is justly indebted unto said Charles G. Peper & Co., upon three (3) certain promissory notes, bearing even date herewith, payable to the order of Chas. G. Peper & Co., one note for the sum of two thousand four hundred and thirty-three $\frac{46}{100}$ ($2,433.46) dollars, with ten per cent. interest, due and payable ninety days from the 10th of January, 1881; the second note for two thousand four hundred and thirty-three $\frac{46}{100}$ dollars, ($2433.46), with ten per cent. interest, due six months from January 10th, 1881; the third note for $2,433,46. with ten per cent. interest, due nine months from January 10th, 1881; and has also agreed and covenanted with said parties as aforesaid that the assessments due the United States Government for said lots shall be paid to said Government on or before the first day of September, 1881: Now, if the said notes be well and truly paid as the same severally become due and payable according to the tenor and effect of said notes, and each of them, and if the said covenants and agreements in regard to the assessments for the lots due the United States Government shall be faithfully kept and performed, then this deed shall be void, and the property hereinafter conveyed shall be released at the cost of the said party of the

first part; but should default be made in the payment of the
22 said notes, or either of them, or any part of either of them, or the interest that may accrue thereon, as the same severally become due and payable, then the whole of said notes shall become due and payable, then this deed shall remain in force, and the said party of the second part, or in case of his absence, death, refusal to act, or disability in anywise, the (then) acting sheriff of Garland county, Arkansas, at the request of the legal holders of said notes, or either of them, may proceed to sell the property hereinbefore described or any part thereof, at public vendue, to the highest bidder, at the court-house door of Garland county, Arkansas, for cash, first giving twenty (20) days' public notice of the time, terms, and place of said sale and of the property to be sold, by advertisement in some newspaper printed in the city of Hot Springs, Arkansas, and upon sale shall execute and deliver a deed in fee-simple
23 of the property sold to the purchaser or purchasers thereof, at which sale any of the parties hereto may purchase as other parties and receive the proceeds of said sale, out of which he shall pay, first, the costs and expenses of this trust, and, next, the debt and interest, and the remainder, if any, shall be paid to the said W. A. Moore, or his legal representatives; and said W. A. Moore waives all rights and privileges under act regulating sales of property, approved March 17th, 1879, and the party of the second part covenants faithfully to perform and fulfill the trust herein created.

In witness whereof, the said parties of the first part have hereunto set their hands and seals, the day and year first above written.

Executed in presence of—

WALTER A. MOORE. [SEAL.]
GEO. G. LATTA. [SEAL.]
CHAS. G. PEPER & CO. [SEAL.]

24 STATE OF ARKANSAS, } *ss:*
County of Garland, }

Be it remembered that on this 10th day of January, A. D. eighteen hundred and eighty-one, before me, the undersigned, a notary public within and for the county and State aforesaid, duly qualified May 20th, 1878, for a term expiring May 20th, 1882, came Walter A. Moore, George G. Latta, and Charles G. Peper, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument of writing as parties thereto, and they acknowledge the same to be their act and deed for the uses, considerations, and purposes therein mentioned and expressed.

In witness whereof, I have hereunto set my hand and affixed my notarial seal, the 10th day of January, 1881.

ANDREW BRUON,
Notary Public.

25 Filed for record January 10th, 1881, at 12.30 p. m.
J. H. LAW, *Clerk.*
W. WRIGHT, *D. C.*

STATE OF ARKANSAS, } ss:
County of Garland, }

I, J. H. Law, clerk of circuit court, and *ex-officio* recorder within and for the county aforesaid, hereby certify that the within is a true and perfect copy of deed of trust W. A. Moore to G. G. Latta, trustee for Charles G. Peper, as appears upon record "F," pages 394 and 395, records, deeds, and mortgage, now on file in my office.

Witness my hand and seal of circuit court, this 10th day of January, 1881.

[SEAL.]

J. H. LAW,
Clerk and Recorder.

26 EXHIBIT B.

This deed, made and entered into this tenth (10) day of January, eighteen hundred and eighty-one, by and between Walter A. Moore, of the county [of] Garland, State of Arkansas, party of the first part, and George G. Latta, of the county of Garland, State of Arkansas, party of the second part, and Charles G. Peper & Co., of the city of St. Louis, State of Missouri, party of the third part, "witnesseth:"

That the said party of the first part, in consideration of the debt and trust hereinafter mentioned and created, and of the sum of one dollar to him paid by the party of the second part, the receipt of which is hereby acknowledged, do by these presents grant, bargain, and sell and convey unto the said party of the second part the following real estate, always, however, subject to a deed of trust heretofore executed to the Arkansas State Bank, or Polhamius
27 and Gaines, as proprietors thereof, to wit: An undivided one-half interest in lots five (5) and six (6), in block numbered one [hundred] twenty-seven (127); lot numbered nine (9), in block 130; lot number one (1), block No. 8; lots No. two (2), three (3), four (4), and five (5), in block No. 10; and also my undivided one-fourth interest in lot numbered fifteen (15), in block 77; and also my undivided one-half interest in the following real estate, subject always to a prior deed of trust executed on the 10th day of January, A. D. 1881, to Dodd, Brown and Co., of St. Louis, Mo.; Scharb & Co., of said city; Meyer Bros., of said city, and P. J. Willis and Bro., of Boston, Mass., to wit:

Lots 6 and 11, block 178; lots one (1) and two (2), block 190; lots No. one (1), two (2), and three (3), of block 191; lots one (1), two (2), three (3), four (4), and five (5), block 180; lots one (1),
28 two (2), three (3), four (4), fourteen (14), fifteen (15), sixteen (16), block 177; lots No. one (1), two (2), four (4), five (5), thirteen (13), fourteen (14), block 179; said lots being in Garland county, Arkansas, on the Hot Springs reservation, and according to the return and survey of the Hot Springs U. S. commissioner.

To have and to hold the same, together with the appurtenances, to the said part- of the second part, and to his successors hereinafter designated, and to the assigns of said party of the second part, or of said successor forever, in trust, however, for the following purposes: Whereas, the said Walter A. Moore, grantor, is justly indebted

unto said Charles G. Peper & Co. upon three certain promissory notes, bearing even date herewith, payable to Charles G. Peper & Co., or order, three several notes, each being for the sum of two thousand four hundred and thirty-three $\frac{46}{100}$ dollars ($2,433.46), with ten
29 per cent. interest, due, respectively, ninety days, six months, and nine months from the 10th day of January, A. D. 1881, the said notes being secured by a deed of trust on certain other real estate, but the grantor desiring to further secure said notes, and has also agreed and covenanted with said parties as aforesaid, that the assessments due the United States Government for said lots shall be paid to said Government on or before the first day of September, 1881: Now if the said notes be well and truly paid as the same severally become due and payable, according to the tenor and effect of said notes and each of them, and if the said covenants and agreements in regard to the assessments for the lots due the United States Government shall be lawfully kept and performed, then this deed shall be void, and the property here-
30 inbefore conveyed shall be released at the cost of the said party of the first part, but should default be made in the payment of the said notes, or either of them, or any part of either of them, or the interest that may accrue thereon as the same severally become due and payable, then this deed shall remain in force; and the said party of the second part, or in case of his absence, death, refusal to act, or disability in any inst., the (then) acting sheriff of Garland county, Arkansas, at the request of the legal holder of the said notes, or either of them, may proceed to sell the property hereinbefore described, or any part thereof, at public vendue to the highest bidder, at the court-house door of Garland county, Arkansas, for cash, first giving twenty (20) days' public notice of the time, terms, and place of said sale, and of the property to be sold, by advertisement
31 in some newspaper printed in the city of Hot Springs, Arkansas, and upon such sale shall execute and deliver a deed in fee simple of the property sold to the purchaser or purchasers; whereof at which sale any of the parties hereto may purchase as other parties and receive the proceeds of said sale, out of which he shall pay first, the cost and expenses of this trust, and next, the debt and interest, and remainder, if any, shall be paid to the said Walter A. Moore, or his legal representatives, and said W. A. Moore waive, all rights and privileges under act regulating sales of property, approved March 17th, 1879, and the said party of the second part covenants faithfully to perform and fulfill the trust herein created.

In witness whereof, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Executed in presence of—

32 WALTER A. MOORE. [SEAL.]
GEO. G. LATTA. [SEAL.]
CHAS. G. PEPER & CO. [SEAL.]

STATE OF ARKANSAS, *County of Garland:*

Be it remembered that on this 10th day of January, A. D. eighteen

hundred and eighty-one, before the undersigned, a notary public in and for the county and State aforesaid, duly qualified, May 20th, 1878, for a term expiring May 20th, 1882, came Walter A. Moore, George G. Latta, and Charles G. Peper, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument of writing as parties thereto, and they acknowledge the same to be their act and deed, for the uses, considerations, and purposes therein mentioned and expressed.

In witness whereof, I have hereunto set my hand and affixed my notarial seal, this the 10th day of January, 1881.

ANDREW BRUON,
Notary Public.

33 Filed for record at 12.30 p. m., Jan'y 10th, 1881.

J. H. LAW, *Clerk.*
W. WRIGHT, *D. C.*

STATE OF ARKANSAS, }
County of Garland, } ss:

I, J. H. Law, clerk of circuit court and *ex officio* recorder, within and for the county aforesaid, hereby certify that the within is a true and perfect copy of deed of trust, W. A. Moore to G. G. Latta, trustee for Chas. G. Peper, as appears upon record "F," pages 392 and 393, record, deeds and mortgages, now on file in my office.

Witness my hand and seal of circuit court, this 10th day of June, 1881.

[SEAL.]

J. H. LAW,
Clerk and Recorder.

34 EXHIBIT C.

Deed of Trust.

Walter A. Moore to Geo. G. Latta, trustee.

This deed, made and entered into this thirteenth day of January, eighteen hundred and eighty-one, by and between Walter A. Moore, of the county of Garland, State of Arkansas, party of the first part, and Geo. G. Latta, of the county of Garland, State of Arkansas, party of the second part, and Chas. G. Peper & Co., of the city of St. Louis, State of Missouri, party of the third part, "witnesseth:"

That the said party of the first part, in consideration of the debt and trust hereinafter mentioned and created, and the sum of one dollar, to him paid by the said party of the second part, the receipt of which is hereby acknowledged, do by these presents grant, bargain, and sell, convey, and confirm unto the party of the second part the following described property, situated in
35 the county of Garland, State of Arkansas, to wit: Lots No. one, in block number forty-one (41); lots number one (1) and two (2) and three (3), in block No. forty-two (42); lot No. 6, in block No. one hundred and eighty-six (186); lot No. two, in block one hundred and fifty-five (155), said lots and blocks being in the Hot Springs reservation, and being in accordance with the survey and returns of the Hot Springs commissioners; and also the west half

(W. ½) of southwest quarter of section fifteen (15), township three (3) south, range nineteen (19) west; and also my one-half undivided interest in the east half of southwest quarter; and also west half of southeast quarter of section thirty-one (31), township two (2) south, range nineteen west.

The above land being subject always to a deed of trust exe-
36 cuted on the 10th day of January, 1881, to Geo. G. Latta, as trustee, for the sum of seven thousand three hundred $\frac{38}{100}$ dollars ($7,300.38.)

To have and to hold the same together with the appurtenances to the said part of the second part, and to his successors hereinafter designated, and to the assigns of the said party of the second part, or of said successors forever, in trust, however, for the following purpose.

Whereas the said Walter A. Moore is justly indebted unto Charles G. Peper & Co. upon a certain promissory note bearing even date herewith, payable to the order of Chas. Peper & Co. for the sum of one hundred dollars, with ten per cent. interest, due and payable the first day of September, 1881. Now, if the said note be well and truly paid,
as the same becomes due and payable, according to the time and
37 effect of said note, then this deed shall be void, and the property hereinbefore conveyed shall be released at the cost of the said part of the second part, but should default be made in the payment of the said notes, or any part thereof, or the interest that may accrue thereon, then this deed shall remain in full force, and the said party of the second part, or in case of his absence, death, or refusal to act, or disability in anywise, the (then) acting sheriff of Garland county, Arkansas, at the request of the legal holder of the said note, may proceed to sell the property hereinbefore described, or any part thereof, at public vendue, to the highest bidder, at the court-house door of Garland county, Arkansas, for cash, first giving twenty (20) days' public notice of the time, terms, and place of said sale, and of the property to be sold, by advertisement in some newspaper printed
in city of Hot Springs, Arkansas, and upon such sale shall
38 execute and deliver a deed in fee simple of the property sold to the purchaser or purchasers thereof, at which sale any of the parties hereto may purchase as other parties, and receive the proceeds of said sale, out of which he shall pay first the cost and expenses of this trust, and next the debt and interest, and the remainder, if any, shall be paid to the said Walter A. Moore, or his legal representative, and should W. A. Moore waive all right and privileges under act regulating sales of property, approved March 17th, 1879. And the party of the second part covenants faithfully to perform and fulfill the trust herein created.

In witness whereof, the said parties of the first part have hereunto set their hands and seals, the day and year first above written.

WALTER A. MOORE. [SEAL.]
GEO. G. LATTA. [SEAL.]
39 CHAS. G. PEPER & CO. [SEAL.]

STATE OF ARKANSAS, } ss:
County of Garland, }

Be it remembered that on this 13th day of January, eighteen hundred and eighty-one, before me, the undersigned, a notary public within and for the county and State aforesaid, duly qualified May 20th, 1878, for a term expiring May 20th, 1882, came Walter A. Moore, Geo. G. Latta, and Chas. G. Peper, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument of writing as party thereto, and they acknowledge the same to be their act and deed for the purpose therein mentioned.

In witness whereof I have hereunto set my hand and affixed my notarial seal, this the 13th day of January, 1881.

[SEAL.] ANDREW BRUON,
Notary Public.

40 Filed for record January 13, 1881, at 2 o'clock p. m.

STATE OF ARKANSAS, } ss:
County of Garland, }

I, J. H. Law, clerk of circuit court and *ex officio* recorder within and for the county and State aforesaid, hereby certify that the within and foregoing is a true and perfect copy of the deed of trust, W. A. Moore to George G. Latta, trustee for Chas. G. Peper & Co., as now appears upon record "E," pages 414 and 415, records deeds and mortgages, now on file in my office.

In witness whereof I have hereunto set my hand and affixed the seal of circuit court, this 9th day of June, 1881.

[SEAL.] J. H. LAW,
Clerk and Recorder.

W. A. Moore to Chas. G. Peper & Co., "chattel mortgage."

EXHIBIT "D."

41 This indenture made this tenth day of January, 1881, between Walter A. Moore, party of the first part, and Charles G. Peper & Co., parties of the second part, "witnesseth:"

That for and in consideration of the sum of ten dollars, the receipt of which is hereby acknowledged, the party of the first part has bargained, sold, granted, conveyed, and by these presents hereby bargain, sell, and convey to the party of the second part, his executors, administrators, and assigns, the following-described property, to wit: All of my household estate and property in a certain two-story frame building as constructed in lot No. 11-12 block No. 86, in Hot Springs, Garland county, Arkansas, said lots being leased from A. B. Gaines, and said building thereon being my property, and all of my interest in said building as aforesaid, to have and to hold the same
42 unto the party of the second part, their executors, administrators, and assigns forever, conditioned, however, as follows: Whereas the said party of the first part is indebted to the party of

the second part in the sum of seven thousand three hundred $\frac{38}{100}$ dollars, as evidenced by three certain promissory notes due respectively ninety days, six months, and nine months from the 10th day of January, 1881, and each being for the sum of $2,433.46 dollars, with interest at rate of ten per cent., and the said Moore being desirous of further securing several said notes in addition to security already given. Now, if the party of the first part shall well and truly pay to the party of the second part the sum hereinbefore mentioned, and all other indebtedness which may then be due the party of the second part by the party of the second part, by the
43 party of the first part, together with the cost of this trust, on or before the days of maturity of said notes, then this conveyance shall be void; otherwise to remain in full force and effect; and in case any default shall be made in the payment of said indebtedness as herein set forth, or either of said notes, or any part thereof, then the whole shall become due and payable, or should the party of the first part prior to the said maturity of said notes, or either of them, sell, or attempt to sell, ship, remove, or otherwise dispose of the property herein conveyed, or any part thereof, without the consent of the party of the second part, then in either event the party of second part, their agent or attorney, is hereby authorized and empowered to take charge of said property on demand, without process of law, and sell and dispose of the same, or so much, as will be necessary, at public sale, at the court-house
44 of Garland county, Arkansas, for cash in hand, upon two weeks' notice in some newspaper published in the county, or by written notices posted in five conspicuous places near the property, at which sale any of the parties hereto may purchase, as other parties, and out of the proceeds of said sale the said party of the second part to retain the sum due them as herein set forth, and the costs of this trust and sale, rendering the overplus, if any, to the said party of the first part, his executors, administrators, or assigns.

Given under my hand and seal, this 10th day of Jan'y, 1881.

[SEAL.] WALTER A. MOORE.

Filed for record Jan'y 10, 1881, at 12.30 p. m.

J. H. LAW, *Clerk*,
Per W. WRIGHT, *D. C.*

STATE OF ARKANSAS, }
County of Garland, } ss:

45 I, J. H. Law, circuit clerk and *ex officio* recorder within and for the county and State aforesaid, hereby certify that the within and foregoing three (3) pages contain a true and perfect copy of the mortgage of W. A. Moore to Chas. G. Peper & Co., as now appear upon record "E," pages 390 and 391, record of deeds and mortgages, now on file in my office.

In testimony whereof, I have hereunto set my hand and seal of the circuit court, this 9th day of June, 1881.

[SEAL.]

J. H. LAW,
Clerk and Recorder.

Know all men by these presents that I, Walter A. Moore, merchant, of the city of Hot Springs, county of Garland, State of Arkansas, am indebted unto the following persons, firms and companies (as in evidenced by my promissory notes and acceptances of
46 drafts and bills of exchange to and from them), in the sums of money set opposite their respective names, as follows:

Zubervier & Behan, of New Orleans, La.	$1,800 67
Bernard, Bare & Co., of St. Louis, Mo.	171 23
Friedman Bros., of Memphis, Tenn.	400 00
Brookmire & Rankin, of St. Louis, Mo.	107 34
J. Meybergh & Co., " "	346 75
Gathright, Harbison & Co., of St. Louis, Mo.	399 96
Roe Transfer Co., Hot Springs, Ark.	316 34
Sam. Cupples & Co., of St. Louis, Mo.	162 41
C. Conrad & Co., " "	1,500 26
S. W. Venable & Co.	511 43
Yarnell Bros., of St. Louis, Mo.	53 68
Eagle & Phœnix M'f'g Co.	232 69
Udell, Schmeiding & Co., of St. Louis, Mo.	392 00
Lacey & Brown	139 50
M. J. Murphy, of St. Louis, Mo.	440 30
Hill, Standish & Co., of Memphis, Tenn.	438 25
John Mahone & Sons, of Lynn, Mass.	700 00
Meyer Bros., of St. Louis, Mo.	2,089 21
Thomas Simms & Levy, of New Orleans, La.	751 33
J Liman & Co.	283 56
J. Weil & Bro., of St. Louis, Mo.	152 98
Dausman Tab. Co.	149 92
David, Sachs & Co., Louisville, Ky.	237 11
Newhaus, Krite & Co., of St. Louis, Mo.	49 85
Mock, Stoddard & Co., of Cincinnati, Ohio	301 48
47 Dr. Harter Med. Co., of St. Louis, Mo.	51 00
Bamberger, Bloom & Co., Louisville, Ky.	171 31
Schwab & Co., of Memphis, Tenn.	922 51
H. T. Simon & Morse, St. Louis, Mo.	271 83
George J. Summers, Hot Springs, Arks.	250 85
Chas. Peper & Co., of St. Louis, Mo. (say)	6,606 92
Fish Bros. & Co., of Racine, Wis.	2,016 99
Dodd, Brown & Co., St. Louis, Mo.	1,567 70
P. J. Willis & Bros., Boston, Mass.	414 03
Arkansas State Bank, of Hot Springs, Ark.	1,222 15

And whereas I am indebted to the following persons on open account in the sums set opposite their respective names, viz:

George J. Summers, of Hot Springs, Ark.	$89 87
J. C. Ray & Co., " " " "	15 13
Chas. G. Peper & Co., of St. Louis, Mo. (say)	34,913 76
D. P. Rowland & Co., " " " " (say)	18,025 21
Gathwright, Harbison & Co., " " " "	402 62
Plant Seed Co.	26 55

D. Landreth & Son, of Philadelphia, Pa.	$166	05
Eagle & Phœnix Mfg. Co., Columbus, Ga.	154	27
S. B. Rothenthal	173	12
Derby & Day, of St. Louis, Mo.	358	78
D. M. Ferrey & Co.	682	94
Claflin, Allen & Co., of St. Louis, Mo.	160	93
M. J. Murphy, " " " "	15	90
Udell, Schmeiding & Co., of St. Louis, Mo.	177	28
48 D. Jaynes & Co., of Phil., P.	29	00
Harters Med. Co., of St. Louis, Mo.	15	19
Schoolfield, Hanauer & Co., " " " "	235	46
Hot Springs Bank, Hot Springs, Ark.	972	32
A. Bruon & Co., " " "	912	56
Flohr, Hymers & Co.	62	51
P. W. Southard, of Hot Springs, Ark.	25	00
Thos. J. Evans, " " " "	74	55
R. J. Jaggers, " " " "	200	00
David Snyder, " " " "	20	00
P. J. Gerhart & Co., " St. Louis, Mo.	52	00
Sam. Reed & Co., " " " "	12	80
A. Tinsley & Co., " " "	258	58
Mack, Stadler & Co., of Cincinnati, Ohio	930	70
C. Ganahal & Co.	250	79
R. and T. A. Ennis, of St. Louis, Mo.	101	08
Meyer Bros. & Co., " " " "	151	25
Bamberger. Bloom & Co., " " " "	1,402	37
H. A. & S. J. Deland & Co., " " " "	127	50
Chas. Hoffman & Co., " " " "	98	90
Stewart, Rolph & Co., Phil., Pa.	140	59
John Mahone & Sons, Boston, Mass.	196	70
Forrest Bros. & Co., Hot Springs, Ark.	34	75
George Gibbs, Silver City	800	46
G. W. Baxter, Hot Springs, Ark.	89	25
Simon Schultice	102	00
Murphy & Rector	250	00
The United States (internal revenue)	102	00
49 State of Arkansas & Garland Co. (taxes)	36	06

And whereas I have not the money at present to pay said debts, I am desirous of providing for and devoting my property to the payment of the same. Wherefore, in consideration of the premises, and of one dollar to me in hand by Sam'l W. Fordyce paid, the receipt whereof is hereby acknowledged, I have given, granted, bargained and sold, aliened and conveyed, transferred, assigned, and set over, and do by these presents give, grant, bargain and sell, alien and convey, assign, set over, and transfer, to him, the said Samuel W. Fordyce, the following described real and personal property, viz:

Lots Nos. 6 and 11, in block 178; lots Nos. 1 & 2, in block 190; lots Nos. 1, 2, & 3, in block 191; lots 1, 2, 3, 4, & 5, in block 180; lots Nos. 1, 2, 3, 4, 5, 13, & 14, in block 179; lots Nos. 1, 2, 3, 4, 14,

15, & 16, 177; lot No. 6, in block 186; lot No. 1, in block 41; lots 1, 2, & 3, in block 42; lot No. 1, in block 43; lot No. 2, in block 155; lot No. 9, in block 130; lot No. 15, in block 77; lot No. 1, in block 8; lots Nos. 2, 3, 4, & 5, in block 10, all in the city of Hot Springs, county of Garland, and State of Kansas, my estate & interest in said lots being an undivided one-half as to some of them, a fourth as to others, and to a few of them entire, and being incumbered by deeds of trust to secure payment to Charles G. Peper & Co. of my notes to them for six thousand six hundred and six dollars and nine-two cents; to Fish Bros., of my notes to them for two thousand and sixteen dollars; to Dodd, Brown & Co., of my notes to them for fifteen hundred and sixty-seven dollars and seventy cents; to P. J. Willis & Bro., of my note to them for four hun-
51 dred and fourteen dollars and three cents; of Schwab & Co., of my note to them for two hundred sixty-six dollars and seventy-six cents; to Meyer Bros. & Co., of my note to them for one hundred fifty-three dollars and sixty-eight cents; to the Arkansas State Bank, of my note for twelve hundred and twenty-two dollars and fifteen cents; also the southeast ¼ of the N. E. ¼ of section 25, township 5 south, range 28 W.; the west fractional half of the N. W. ¼, the S. E. fractional ¼ of the N. W. ¼, the W. ½ of the N. E. ¼, the S. E. ¼ of the N. E. ¼ of section 30, township 5 S., range 27 W.; the N. E. ¼ of the N. E. ¼, section 26, T. 2 S., R. 29 W.; the N. W. ¼ of the N. W. ¼ of section 25, T. 2 S., R. 29 W.; the E. ½ of S. W. ¼, W. ½ of S. E. ¼, section 31, T. 2 S., R. 19 W.; the N. E. ¼ of the N. E. ¼ of Sec. 25, T. 5 S., R. 28 W., all in the State of Arkansas; also all my goods, wares, merchandise, and stock in trade situated now in the storehouse on the west side of Central avenue in
52 — of Hot Springs, Arkansas, in which I have to this date carried on my business of merchant, and which I am now occupying with said goods as a storehouse, and all my accounts, notes, vouchers, demands, book accounts, and papers relating to my said business as merchant, a list of which accounts and notes, marked "A," attached hereto; also my interest on eight hundred and fifty-six bales of cotton now in the possession of Charles G. Peper & Co., who, as factors, advanced to me thereon the sum of thirty-four thousand nine hundred and eighteen dollars and seventy-six cents, above mentioned, as my indebtedness to them on open account, and two hundred and eighty-seven bales of cotton in the possession of D. P. Rowland & Co., who have advanced me, as factors, of St. Louis, Mo., eighteen thousand and twenty-five dollars thereon, as well as all other real
53 and personal property I may now own in the State of Arkansas; to have and to hold the same unto the said Samuel W. Fordyce, his heirs and assigns, forever, as to the realty herein conveyed, and to him, his executors, administrators, and assignees, as to the personalty; on trust, nevertheless, that he, the said Fordyce, will take possession of said property, and sell, dispose of, and convert the same into money, to the best advantage he can in accordance with the terms of this assignment and the laws governing the same; and that we will collect, as far as the same may be collectable, the said accounts, notes, and demands at as little expense and cost as

may be, and pay and apply without unnecessary delay all moneys arising from said sales and collections in the following manner, that is to say: First, he shall [pay] to the United States the
54 aforesaid sum of one hundred and two dollars, due as internal revenue, as soon as he shall receive from said property a sufficiency of money so to do; second, he shall pay the said State of Arkansas and county of Garland the said taxes of thirty-six dollars and six cents; third, he shall next pay and discharge, in equal proportions, the following of the above-mentioned debts, viz: The Hot Springs Bank, nine hundred and seventy-two dollars and thirty-two cents; A. Bruon & Co., nine hundred and twelve dollars and fifty-three cents; P. W. Southard, twenty-five dollars; Thomas J. Evans, seventy-four dollars and fifty-five cents; R. B. Jaggers, two hundred dollars; David Snyder, twenty dollars; Fones Bros. & Co., thirty-four and seventy-five one-hundredths dollars; George Gibbs, eight hundred and $\frac{46}{100}$ dollars; G. W. Baxter, eighty-nine and
55 $\frac{25}{100}$ dollars; Simon Schultice, one hundred and two dollars; The Roe Transfer Co., three hundred and sixteen and $\frac{34}{100}$ dollars; Meyer Bros., nineteen hundred and thirty-five and $\frac{55}{100}$ dollars, being the aggregate amount of three notes endorsed by A. Bruon, at my request, and which said Meyer Bros. now hold, and to which said payments, when made, is to apply; George J. Summers, three hundred and forty and $\frac{72}{100}$ dollars, due him by note and account; Murphy & Rector, two hundred and fifty dollars, due them on account; fourth, he shall, after these foregoing debts are paid in full, pay all other of said debts, *pro rata* and in equal proportions; fifthly, if, after the payment of all my indebtedness, there shall remain a surplus in his hands, he shall transfer the same to me or my order. And for enabling said Fordyce the better to execute
56 this trust, I hereby nominate, constitute, and appoint him my said attorney in fact ir-evocable, to collect and receive all moneys due me on said accounts, by suit or otherwise, in my name or his own, and to give acquittances and receipts in my name when proper or necessary.

In testimony whereof, I have hereunto set my hand and seal, this 14th day of May, 1881.

WALTER A. MOORE. [SEAL.]

STATE OF ARKANSAS, *County of Garland:*

On the 16th day of May, 1881, before me, the authorized clerk of the circuit court of the county of Garland aforesaid, personally appeared Walter A. Moore, to me personally well known to be the person whose name appears in and to the foregoing, and as the party grantor, and acknowledged and stated that he had ex-
57 ecuted the same for the uses, purposes, and consideration therein mentioned and set forth, and I do hereby so certify.

In testimony whereof, I have hereunto set my hand and official seal, this the 16th day of May, 1881.

J. H. LOW,
Clerk Circuit Court.

EXHIBIT "F."

Trustee's Notice.

In accordance with the terms of a deed of trust executed on the 10th day of January, A. D. 1882, by Walter A. Moore to George G. Latta, as trustee for the use and benefit of Charles G. Peper & Co., of the city of St. Louis, State of Missouri, which deed was duly recorded in Record "F," pages 394 and 395 of deeds and mortgages, in the clerk's office of Garland county, Arkansas, I will, as trustee aforesaid, sell at public vendue, at and in front of the court-house door of Garland
58 county, Arkansas, between the hours for judicial sales, the following real estate, situated in the county of Garland, State of Arkansas:

Lot No. 1, block No. 41; lot No-. 1, 2, 3, block 42: lot No. 6, block 186; lot No. 2, block 155, said lots and blocks being on the Hot Springs reservation, and being in accordance with the return and survey of the U. S. Hot Springs commissioners; and also will sell the W. ½ of S. W. ¼ section 15, township 3 south, range 19 west, half interest in E. ½ of S. W. ¼, and W. ½ of S. E. ¼, section 31, township 2 south, range 19 west. Said real estate will be sold on the 14th day of June, A. D. 1881, for cash in hand, to satisfy three notes of $2,433.46 each, and the interest thereon and expenses of trust.

GEORGE G. LATTA, *Trustee.*

Hot Springs, Ark., May 23, 1881.

EXHIBIT "G."

Trustee's Notice.

In accordance with the terms of a deed of trust executed
59 on the 10th day of January, 1881, by Walter A. Moore to George G. Latta, as trustee for the use and benefit of Charles G. Peper & Co. of the city of St. Louis, State of Missouri, which deed was duly recorded in Record "F," pages 392 and 393 of deeds and mortgages, in the clerk's office of Garland county, Arkansas, I will, as trustee as aforesaid, sell at public vendue at and in front of the court-house door of Garland county, Arkansas, between the hours for judicial sales, the following real estate, situated in the county of Garland, State of Arkansas:

One-half interest in lot No. 9, block 130; half interest in lots 2, 3, 4, and 5, block No. 10; half interest in lot No. 1, block No. 8; fourth interest in lot No. 15, block No. 77; said lots and blocks being in the Hot Springs reservation, and in accordance with the return and survey of the U. S. Hot Springs commissioners. Said lots
60 will be sold on the fourteenth (14) day of June, A. D. 1881, for cash in hand to satisfy three notes for $2,433.46 each, and the interest thereon and expenses of trust.

GEORGE G. LATTA, *Trustee.*

Hot Springs, Ark., May 23, 1881.

EXHIBIT H.

Notice.

In accordance with the terms of a deed of mortgage executed to the undersigned on the 10th day of January, 1881, by Walter A. Moore, which mortgage was duly recorded in Record "F," pages 390 and 391 of deeds and mortgages for Garland county, Arkansas, I will sell at public vendue, at the court-house door of Garland county, Arkansas, between the hours for judicial sales, the following described property: A two-story frame building, known as the St. James Hotel, situated on lots 11 and 12, block 86, in the city
61 of Hot Springs, Arkansas, and also all of the interest of W. A. Moore in a lease from Albert Gaines to W. A. Moore for lots of land upon which is located said building; said building and leasehold estate will be sold to the highest bidder on the 14th day of June, 1881, to satisfy three notes of $2,433.46 each, due the undersigned from W. A. Moore, and the same will be sold for cash in hand.

CHARLES G. PEPER & CO.
GEO. G. LATTA, *Att'y.*

Hot Springs, Ark., May 23, 1881.

(Endorsed:) Filed and writ issued June 11, 1881. Ralph L. Goodrich, clerk.

And on August 10, 1881, the following answer was filed.

62 *Answer in Equity.*

In the Circuit Court of the United States in and for the Eastern District of Arkansas.

SAMUEL W. FORDYCE, Complainant,
versus
CHARLES G. PEPER & Co. and GEORGE G. LATTA, Defendants.

The defendants, Charles G. Peper and George G. Latta, saving and reserving all benefit of exception to the manifold errors, uncertainties, and imperfections of the said complainant Samuel W. Fordyce's bill of complaint herein, for answer thereto say:

That they admit that in the year 1880, said defendant Peper, who was then a cotton factor and commission merchant, doing business as such in St. Louis, Missouri, under the name and style of Charles G. Peper & Co., agreed with one Walter A. Moore, the assignee of said complainant, then a merchant doing business as such at Hot Springs, Arkansas, to honor and pay his drafts, upon con-
63 dition that said Moore should promptly thereafter commence and thereafter faithfully continue to ship and consign to the said defendant Peper, at said St. Louis, cotton which said Moore might control or purchase in connection with his business as aforesaid, during the cotton season of the fall, winter, and spring following.

And these defendants say that though by the 28th day of September, 1880, said Peper had thus advanced to said Moore in cash $7,271.51, yet said Moore utterly failed to consign to him to St. Louis, or anywhere else, a single bale of cotton prior to November, 12th, 1880, although said Moore in the meantime controlled and shipped to other parties, among others, to D. S. Rowland & Co., of St. Louis, cotton factors, more than one hundred bales of cotton, as defendants are informed and believe.

64 Defendants say that between July, 1880, and May 16th, 1881, said Peper thus advanced to said Moore in pursuance of said agreement, $49,227.72 in money, merchandise, bills receivable, wagons, and including interest; and that said Moore, instead of being true and faithful to said agreement on his part, was constantly in default during that whole period, shipping cotton in violation of said agreement and arrangement to other houses, and when remonstrated with, repeatedly promising to do better in the future, and repeatedly violating said promises when so made.

These defendants admit that in all during said season said Moore shipped to said Peper, and said Peper received in partial return and compensation for said large advances as aforesaid, 929 bales of cotton. And defendants deny that the amount of said advances

65 by said Peper to said Moore in cash was, during said period, $39,984.58, as stated in said bill of complaint, but avers that said advances aggregate $49,227.72, as set forth above.

And defendants admit the execution and delivery of the deeds of trust and mortgage described in said bill of complaint on the 10th of January, 1881, but allege that the amount of cotton of said Moore, then in possession of said Peper, was, as shown by the annexed account and statement, marked Exhibit "A," and hereby made a part of this answer, and not otherwise; that said cotton was received by said Peper, to be sold and disposed of under and according to the rules of the St. Louis Cotton Exchange, and under an arrangement which permitted said Peper to sell the same, the whole or any part thereof, at any time, in the discretion of said Peper, and

66 wholly free from the control and direction of said Moore. And defendants deny that said Peper ever, at any time, agreed with said Moore to hold or withhold from sale said cotton, or any portion thereof, for any portion of time whatever.

These defendants emphatically deny the averment found on page seventh of said bill of complaint, to the effect that said Moore has, since said transactions began, paid said Peper $5,337.38, and most positively avers that never, at any time, has said Moore paid to said Peper any sum of money whatever except the sum of $325.00, received from the sale of lands, and the further sum of $129.10, received also from the sale of lands, as shown by reference to said Exhibit "A;" and also $297.41 in cash paid defendants' agent, Morgan, as shown on said exhibit.

67 And defendants allege that said 926 bales were sold as follows, to wit: 62 bales on December 24th, 1880; one bale January 17th, 1881; four bales January 26th, 1881; 229 bales February, 1881, and 630 bales June 2nd, 1881, and that the reason why

said Peper did not sell said cotton at an earlier date was to save said Moore from bankruptcy and financial ruin; that the cotton sold, as above stated in February last, was of a low grade, and was sold when the cotton of a low grade was bringing a higher price, viz., 11 & ⅛ cents per pound, on the basis of middling, in the St. Louis market, than it has commanded at any time since said sale, and that the balance of said cotton was held by said Peper until the time when it was sold as aforesaid, in the hope and expectation that it would rise in price, it being as much for the interest of said
68 Peper as it was of said Moore that said cotton should be sold at the highest figures attainable, inasmuch as he was largely indebted to said Peper, and to an amount in excess of what said cotton could ever be expected to realize.

And defendants say tnat the said bales so sold, together with one sand pack and one bale of moats, together worth less than $2,500, comprise and account for the said 929 bales so received from said Moore as aforesaid.

And defendants deny that said sale of February last was made to said Peper, or that the cotton then sold as aforesaid was transferred to said Peper, and the fact averred in said bill of complaint in that respect being false, it unavoidably follows that the motive therefor, as alleged, is equally false.

And defendants say that on the 21st day of May, 1881, said Peper notified said Moore, in writing, that he should ten days there-
69 after sell said cotton, which was by him thereafter sold June 2nd, 1881, as above set forth.

And defendants deny that the account above referred to herein is incorrect in any particular, either in respect to the charges for storage, insurance, or otherwise.

And defendants allege that on the 16th day of June, 1881, there was, and still is, due said Peper from said Moore upon the notes and deeds of trust and mortage described in said bill of complaint the sum of $6,492.04, and that on said date there was, and still is, due said Peper in addition thereto from said Moore upon account for moneys so advanced as aforesaid, and not reimbursed by the shipment of cotton or otherwise, the further sum of $3,300.97, making a total sum thus then due of $9,793.01, and interest; and that the said property described in said trust and mortgage securities
70 remains liable for the payment of the said sum of $6,492.04, with interest, at least, to wit, the amount due on said notes.

Defendants say that the pretence set up in said complainant's pleading that said Peper owes said Moore $15,000, or any other sum whatever, is simply untrue, and that the state of the account between them is none other than as above set out; and the defendants are liable to account for the hallucination of the said complainant as indicated by his preposterous figures only by the explanation which he himself advanced, to wit, the incompetence of Moore's bookkeeper.

Defendants further admit that said Moore is insolvent, and has made an assignment for the benefit of his creditors.

Wherefore these defendants having fully answered said bill of

complaint, praying that they may be hence dismissed with
71 their costs in this behalf wrongfully sustained.

GEORGE G. LATTA & W. G. WHIPPLE,
Sol'c'rs for Deft.

Charles G. Peper, being duly sworn, says that the statements in the foregoing answer are true of his own knowledge, except as to those statements therein made on information and belief, and as to those he believes them to be true.

CHARLES G. PEPER.

Subscribed and sworn to before me, this ninth day of August, 1881.

[SEAL.] W. M. MORGAN,
Commissioner U. S. Cir. Court East Dist. of Missouri.

72 EXHIBIT "A."—WM. MORGAN, *U. S. Commissioner.*

ST. LOUIS, MO., *Dec. 13th*, 1880.

Mr. W. A. Moore, Hot Springs, Arks., in Account with Charles G. Peper & Co.

1880.			*Days.*	*Interest.*	
Aug.	13.	To cash, S. D., Ark. State Bank	122	33 90	1,000 00
"	16.	" Hot Sp. Bank	119	10 47	316 90
"	19.	" Andrew Bruon	116	------	509 25
"	"	" "	"	------	554 30
"	"	" Hot Sp. Bank	"	------	61 80
"	"	" S. B. Young, cash'r	"	60 68	757 78
"	20.	" Hot Sp. Rank	115	4 21	131 90
"	24.	" Andrew Bruon	111	19 10	681 18
"	25.	" "	110	------	400 50
"	"	" C. N. Rix, cash'r	"	26 22	457 50
"	26.	" Echerly, Bro. & Co.	109	2 29	75 40
"	27.	" C. N. Rix, cash'r	108	9 29	309 45
Sept.	23.	To mdse., as per bill	81	35	15 55
"	28.	To cash, currency by ex.	76	42 24	2,000 00
Nov.	15.	To cash, S. D., Ark. State Bank	28	------	50 80
"	"	" Andrew Bruon	"	------	45 00
"	"	" Hot Sp'g Bank	"	2 88	175 00
"	16.	" "	27	90	120 00
"	17.	" "	26	65	90 00
"	19.	" Ark. State Bank	24	2 80	420 00
"	26.	" A. B. Gaines, cash'r	17	95	200 50
"	29.	" Ark. State Bank	14	------	180 00
"	"	" "	"	1 19	124 00
Dec.	2.	" "	11	61	200 00
"	4.	" "	9	--------	130 00
"	"	" C. N. Rix, cash'r	"	65	130 00
"	6.	" "	7	50	260 00
"	"	" Ark. State Bank	"	--------	521 30
"	13.	" C. N. Rix, cash'r			200 00
"	"	" Ark. State Bank			237 11
"	"	" Roe Transfer Co.			203 77
"	"	To interest		219 88	219 88
"	"	To amount due C. G. Peper & Co.			10,778 87

E. & O. E.

67 B. C. on hand.
9 " to arrive.

73 ST. LOUIS, MO., *Jan'y 6th*, 1881.

Mr. W. A. Moore, Hot Springs, Ark., in Account with Charles G. Peper & Co.

1880.			Days.	Interest.	
Dec.	13.	To balance, as per statement returned	25	74 85	10,778 87
"	16.	To cash, S. D., A. Bruon & Co.	22	1 84	300 00
"	17.	" "	21		53 00
"	"	" Ark's State Bank	"	3 80	600 00
"	20.	" C. N. Rix, cash'r	18		780 00
"	"	" Fones Bros.	"		160 24
"	"	" C. N. Rix, cash'r	"		150 00
"	"	To cash from Capt. Morgan	"	7 95	500 00
"	23.	To cash, S. D., C. N. Rix, cash'r	15		120 00
"	"	" A. Bruon	"		500 00
"	"	" "	11	4 04	350 00
"	24.	" "	14		150 00
"	"	" C. N. Rix, cash'r		3 24	681 19
"	27.	" A. Bruon	11		100 00
"	"	" "	"		100 00
"	"	" "	"		362 00
"	"	" "	"		427 00
"	"	" C. N. Rix, cash'r	"		600 00
"	"	" "	"		48 00
"	"	" "	"	5 61	200 00
"	29.	" "	9	75	300 00
"	30.	" A. Bruon	8	44	200 00
"	15.	" C. N. Rix, cash'r	23	25	40 00
Jan'y	3.	" Henry Spiney	4	09	83 00
"	6.	To interest		102 86	102 86
					17,686 21

CREDIT

Dec.	24.	By acc't sale 62 B. C.	14	12 57	3,233 68
Jan'y	6.	" hides			250 57
"	6.	By interest		12 57	12 57
"	"	" balance due C. G. Peper & Co.			14,189 39
					17,686 21

E. & O. E.

Jan'y 6. To balance due C. G. Peper & Co. 14,189 39

On hand and to arrive, 193 B. C.

complaint, praying that they may be hence dismissed with
71 their costs in this behalf wrongfully sustained.

GEORGE G. LATTA & W. G. WHIPPLE,
Sol'c'rs for Deft.

Charles G. Peper, being duly sworn, says that the statements in the foregoing answer are true of his own knowledge, except as to those statements therein made on information and belief, and as to those he believes them to be true.

CHARLES G. PEPER.

Subscribed and sworn to before me, this ninth day of August, 1881.

[SEAL.] W. M. MORGAN,
Commissioner U. S. Cir. Court East Dist. of Missouri.

72 EXHIBIT "A."—WM. MORGAN, *U. S. Commissioner.*

ST. LOUIS, MO., *Dec. 13th*, 1880.

Mr. W. A. Moore, Hot Springs, Arks., in Account with Charles G. Peper & Co.

1880.			*Days.*	*Interest.*	
Aug.	13.	To cash, S. D., Ark. State Bank	122	33 90	1,000 00
"	16.	" Hot Sp. Bank	119	10 47	316 90
"	19.	" Andrew Bruon	116	------	509 25
"	"	" "	"	------	554 30
"	"	" Hot Sp. Bank	"	------	61 80
"	"	" S. B. Young, cash'r	"	60 68	757 78
"	20.	" Hot Sp. Bank	115	4 21	131 90
"	24.	" Andrew Bruon	111	19 10	681 18
"	25.	" "	110	------	400 50
"	"	" C. N. Rix, cash'r	"	26 22	457 50
"	26.	" Echerly, Bro. & Co.	109	2 29	75 40
"	27.	" C. N. Rix, cash'r	108	9 29	309 45
Sept.	23.	To mdse., as per bill	81	35	15 55
"	28.	To cash, currency by ex.	76	42 24	2,000 00
Nov.	15.	To cash, S. D., Ark. State Bank	28	------	50 80
"	"	" Andrew Bruon	"	------	45 00
"	"	" Hot Sp'g Bank	"	2 88	175 00
"	16.	" "	27	90	120 00
"	17.	" "	26	65	90 00
"	19.	" Ark. State Bank	24	2 80	420 00
"	26.	" A. B. Gaines, cash'r	17	95	200 50
"	29.	" Ark. State Bank	14	------	180 00
"	"	" "	"	1 19	124 00
Dec.	2.	" "	11	61	200 00
"	4.	" "	9	--------	130 00
"	"	" C. N. Rix, cash'r	"	65	130 00
"	6.	" "	7	50	260 00
"	"	" Ark. State Bank	"	--------	521 30
"	13.	" C. N. Rix, cash'r			200 00
"	"	" Ark. State Bank			237 11
"	"	" Roe Transfer Co.			203 77
"	"	To interest		219 88	219 88
"	"	To amount due C. G. Peper & Co.			10,778 87

E. & O. E.

67 B. C. on hand.
9 " to arrive.

73 ST. LOUIS, MO., *Jan'y 6th*, 1881.

Mr. W. A. Moore, Hot Springs, Ark., in Account with Charles G. Peper & Co.

1880.			Days.	Interest.	
Dec.	13.	To balance, as per statement returned	25	74 85	10,778 87
"	16.	To cash, S. D., A. Bruon & Co.	22	1 84	300 00
"	17.	" " "	21		53 00
"	"	" Ark's State Bank	"	3 80	600 00
"	20.	" C. N. Rix, cash'r	18		780 00
"	"	" Fones Bros.	"		160 24
"	"	" C. N. Rix, cash'r	"		150 00
"	"	To cash from Capt. Morgan	"	7 95	500 00
"	23.	To cash, S. D., C. N. Rix, cash'r	15		120 00
"	"	" A. Bruon	"		500 00
"	"	" "	11	4 04	350 00
"	24.	" "	14		150 00
"	"	" C. N. Rix, cash'r		3 24	681 19
"	27.	" A. Bruon	11		100 00
"	"	" "	"		100 00
"	"	" "	"		362 00
"	"	" "	"		427 00
"	"	" C. N. Rix, cash'r	"		600 00
"	"	" "	"		48 00
"	"	" "	"	5 61	200 00
"	29.	" "	9	75	300 00
"	30.	" A. Bruon	8	44	200 00
"	15.	" C. N. Rix, cash'r	23	25	40 00
Jan'y	3.	" Henry Spiney	4	09	83 00
"	6.	To interest		102 86	102 86
					17,686 21

CREDIT

Dec.	24.	By acc't sale 62 B. C.	14	12 57	3,233 68
Jan'y	6.	" hides			250 57
"	6.	By interest		12 57	12 57
"	"	" balance due C. G. Peper & Co.			14,189 39
					17,686 21

E. & O. E.

Jan'y 6. To balance due C. G. Peper & Co. 14,189 39

On hand and to arrive, 193 B. C.

74 ST. LOUIS, MO., *June 6th*, 1881.

Mr. W. A. Moore, Hot Springs, Arks., in Account with Charles G. Peper & Co.

1881.			Days.	Interest.	
Jan'y	6.	To balance as per statement rendered	161	634 58	14,189 39
"	8.	To cash, S. D., A. Bruon	159		300 00
"	"	" " "	"	16 31	69 00
"	10.	" " "	157	1 74	40 00
"	11.	" " Roe Transfer Co.	156		80 00
"	"	" from Capt. Morgan	"	10 40	160 00
"	12.	" S. D., by C. G. Peper for W. A. M	155	10 21	237 11
"	"	" " " " "	155	41 39	961 15
"	8.	" from Capt. Morgan	159	8 83	200 00
"	13.	" S. D., by C. G. Peper for W. A. M	154		175 00
"	"	" " " " "	"	10 48	70 00
"	14.	" " " " " "	153		121 15
"	"	" " " " " "	"		366 85
"	"	" " " " " "	"	25 08	102 00
"	15.	" " " " " "	152		185 00
"	"	" " " " " "	"	58 06	1,190 11
"	17.	" paid recording deeds	150		5 00
"	17.	To bills receivable, amount credited on note Jan'y 10, 90 d. d.	143	31 13	742 10
"	24.	To cash, S. D., by J. H. M. for W. A. M.	143	19 07	480 00
"	27.	" " " " "	140		109 85
"	"	" " " " "	140	23 33	440 15
"	28.	" " " " "	139		400 00
"	"	" " " " "	"	30 88	400 00
"	29.	" " " " "	138	39 86	1,040 00
"	31.	" " " " "	136		400 00
"	"	" " " " "	136	27 20	320 00
Feb.	2.	" " " " "	134	1 48	40 00
"	3.	" " C. N. Rix	133		120 00
"	"	" " "	"		360 00
"	"	" " "	"	28 07	280 00
"	4.	" " Ark. State Bank	132	6 23	169 96
"	5.	" " "	131		276 45
"	"	" " C. N. Rix, cash'r	"		270 04
"	"	" " " "	"	32 98	160 00
"	7.	" " " "	129		280 00
"	"	" "	"		323 55

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Feb.,	7.	To cash, S. D., C. N. Rix, cashier		25 93	120 00
"	9.	" " J. H. M. for W. A. M.	127		120 00
"	"	" " C. N. Rix	"	14 11	280 00
"	5.	" proceeds of sale of 3 wagons	131	6 17	169 80
"	12.	To cash, S. D., J. H. M. for W. A. M.	124		240 00
"	"	" " " " "	124		240 00
"	"	" pd. collection of $50 note	124	16 53	25
"	14.	" S. D., by J. H. M. for W. A. M.	122		91 00
"	"	" " " "	122		164 88
"	"	" " " "	"		189 12
"	"	" " " "	"		100 00
"	"	" " " "	"		500 00
"	"	" " " "	"	40 13	139 25
"	15.	" " " "	121	6 08	180 75
"	16.	" " " "	120		250 00
"	"	" " " "	"	16 00	229 44
"	17.	" " " "	119	2 18	65 90
"	18.	" " " "	118		597 30
"	"	" " " "	"		126 77
"	"	" " " "	"		94 10
"	"	" " " "	"	30 54	113 23

			Days.	Interest.	
Feb.	13.	To cash paid Geo. G. Latta by J. H. M.	123	34	10 00
"	19.	" S. D., by J. H. M. for W. A. M.	117		153 57
"	"	" " " " "	"	12 88	242 70
		Forward	1,228 20		29,732 48
Feb.	22.	To cash, proceeds of sale of 2 wagons	114	3 81	120 36
"	21.	To cash, S. D., by J. H. M. for W. A. M.	115		400 00
"	"	" " " " "	115	18 20	169 96
"	"	" " " " "	"		76 47
"	"	" " " " "	"	5 64	100 00
"	"	" " " " "	"		185 55
"	"	" " " " "	"	15 53	300 67
"	"	" " " " "	"		144 00
"	"	" " " " "	"	10 06	170 88
"	"	" " " " "		12 77	400 00
"	23.	" " " "	113		100 00

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Feb.	23.	To cash, S. D., by J. H. M., for W. A. M.	113	11 31	260 30
"	"	" " " " "	"		40 00
"	"	" " " " "	"	10 68	300 00
"	24.	" " " "	112		28 25
"	"	" " " "	"	8 14	233 22
"	25.	" " " "	111		100 00
"	"	" " " "	"	5 55	80 00
"	28.	" " " "	108		100 00
"	"	" " " "	"	7 80	160 00
"	"	" " " "	"		160 00
"	"	" " " "	"	5 00	6 78
"	"	" " " "	"		100 00
"	"	" " " "	"	5 40	80 00
Mar,	2.	" S. D., C. N. Rix, "	106	3 53	120
"	3.	" " "	105	8 16	280
"	4.	" " "	104	27 73	960
"	7.	" telegram to C. M. Bix	101		95
"	"	" S. D., C. N. Rix	"	21 35	760
"	"	" " "	"		360
"	"	" " "	"	56 11	1,640
"	8.	" paid Gilbert Bros.	100	30	10 75
"	9.	" S. D., C. N. Rix	99		520 00
"	"	" " "	"	17 60	120 00
"	14.	" " "	94	29 24	1,120 00
"	15.	" " paid collecting $50 note	93		25
"	16.	" " C. N. Bix	92	8 94	350 00
"	18.	" " "	90		35 00
"	"	" " "	90		175 00
"	"	" " "	90	9 63	175 00
"	21.	" " "	87		70 00
"	"	" " "	"	5 93	175 00
"	22.	To mdse., as per bill	86	05	1 90
"	23.	To cash, S. D., C. N. Rix	85		315 00
"	"	" " "	"	8 26	35 00
"	26.	" " "	82		385 00
"	"	" " "	"	10 36	70 00
"	"	" " "	"		70 00
"	"	" " "	"	2 39	35 00

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Mar.	30.	To cash, S. D., C. N. Rix	78		70
"	"	" " "	"	5 30	175
April	2.	" " "	75	2 91	140
	5.	" coll'g $50 note	72		25
"	"	" S. D., C. N. Rix	"	3 51	175
"	13.	" " "	64		157 50
"	13.	" " "	"	7 15	245 00

				Days.	Interest.	
April	14.	To cash, S. D., C. N. Rix		63	4 89	280 00
"	16.	" " "		61	2 97	175 00
"	21.	" " A. B. Gaines		56	1 63	105 00
"	18.	" " C. N. Rix		59	3 44	210 00
"	28.	" " "		49	------	35 00
"	"	" " "		"	3 32	210 00
May	2.	" " "		45	1 32	105 00
"	7.	" " A. B. Gaines		40	3 00	270 00
"	9.	" " A. Bruon		38	2 22	210 00
"	11.	" coll'g $50 note		36	------	25
"	16.	" S. D., A. Bruon		31	1 03	120 00
"	25.	To E. T. Bustin, for articles short		22	15	26
		Forward			1,600 52	44,041 77
June	7.	To cash, coll'g $50 note				25
"	16.	To interest			1,600 52	
"	"	" " on freight			88 36	
						1,688 88
						43,730 90

CREDIT.

Jan'y	17.	By note Jan'y 10, 90 D. S.		157	106 12	2,433 46
"	17.	" " 10, 6 m.		157	106 12	2,433 46
"	17.	" " 10, 9 m.		"	106 12	2,433 46
"	"	" " 13, Sept. 1		154	4 27	100 00
"	"	By 13 wagons		150	30 93	742 10
"	"	By note Wm. H. Graves		150	------	50 00
"	"	" " "		"	------	50 00
"	"	" " "		"	------	50 00
"	"	" " "		"	------	50 00
"	"	" " "		"	------	50 00

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Jan'y	17.	By note Wm. H. Graves		150	12 50	50 00
"	"	" acct. sale	1 b. c.	"	2 02	48 66
"	26.	" "	4 "	141	7 35	187 71
"	29.	" cash paid Capt. Morgan		138	2 86	75 00
Feb.	5–19.	" " "		124	2 20	64 00
"	22.	" " "		114	1 93	60 91
"	23.	" " "		113	31	10 00
"	25.	" " "		111	2 69	87 50
"	24.	" account sales	7 b. c.			298 99
"	"	" "	2			91 62
"	"	" "	1			42 41
"	"	" "	10			407 02
"	"	" "	11			458 51
"	"	" "	12			508 90
"	"	" "	22			989 28
"	"	" "	20			819 11
"	"	" "	8			311 00
"	"	" "	6			256 81
"	"	" "	3			131 84
"	"	" "	19			831 81
"	"	" "	6			271 46
"	"	" "	5			221 87
"	"	" "	5			223 89
"	"	" "	9			372 95
"	"	" "	5			197 71
"	"	" "	15			631 44
"	"	" "	19			822 58
"	"	" "	18			770 16

Feb.	24.	By account sales			8 b. c.	353 04			
"	"	"	"		11	464 37			
"	"	"	"		6	243 68			
"	"	"	"		1—229	42 54			
					112 days		303 73	9,762 99	
June	16.	"	"		2 b. c.	65 79			
"	"	"	"		4	144 12			
"	"	"	"		9	334 48			
"	"	"	"		2	70 69			
"	"	"	"		1	39 79			

79

June	16.	To account sales			9 b. c.	317 91			
		Forward			27 b. c.	972 78	689 17	18,739 25	
"	"	By acct. sale			5	178 85			
"	"	"	"		2	72 11			
"	"	"	"		11	366 29			
"	"	"	"		3	109 15			
"	"	"	"		4	146 96			
"	"	"	"		4	141 70			
"	"	"	"		2	88 39			
"	"	"	"		3	119 27			
"	"	"	"		4	122 76			
"	"	"	"		6	209 98			
"	"	"	"		1	33 20			
"	"	"	"		11	412 25			
"	"	"	"		2—85	70 34		3,044 02	
"	"	"	"	No. 751	1 b. c.			37 02	
"	"	"	"	752	4			137 59	
"	"	"	"	753	60			2,197 63	
"	"	"	"	754	12			416 19	
"	"	"	"	755	7			218 03	
"	"	"	"	756	18			664 32	
"	"	"	"	757	13			489 94	
"	"	"	"	758	23			912 34	
"	"	"	"	759	20			766 89	
"	"	"	"	760	18			679 15	
"	"	"	"	761	15			577 45	
"	"	"	"	762	5			181 34	
"	"	"	"	763	17			620 28	
"	"	"	"	764	4			150 29	
"	"	"	"	765	55			1,970 75	
"	"	"	"	766	20			703 60	
"	"	"	"	767	36			1,346 40	
"	"	"	"	768	10			363 48	
"	"	"	"	769	19			720 38	
"	"	"	"	770	14			542 42	
"	"	"	"	771	10			385 18	
"	"	"	"	772	3			113 19	
"	"	"	"	773	25			916 71	

80

June	16.	By acc't sale		774	11 b. c.			399 64	
"	"	"	"	775	6			235 23	
"	"	"	"	776	5			168 23	
"	"	"	"	777	16			590 48	
"	"	"	"	778	6			216 63	
"	"	"	"	779	5			201 03	
"	"	"	"	780	3			102 77	
"	"	"	"	781	7			236 03	

June	16.	By acc't sale	782	1 b. c.				46 04
"	"	" "	783	5				181 45
"	"	" "	784	8				290 25
"	"	" "	785	4				157 29
"	"	" "	786	1				32 68
"	"	" "	787	2				63 51
"	"	" "	788	1				40 66
"	"	" "	789	3				97 76
"	"	" "	790	1				27 06
"	"	" "	791	6				227 30
"	"	" "	792	2				72 28
"	"	" "	793	5				155 12
"	"	" "	794	3				101 80
"	"	" "	795	2				73 95
"	"	" "	796	1				32 06
"	"	" "	797	1				39 34
"	"	" "	798	3				98 98
"	"	" "	799	2				69 56
"	"	" "	800	3				113 20
"	"	" "	801	1				34 34
"	"	" "	802	2				70 00
"	"	" "	803	1				41 36
"	"	" "	804	2				85 35
"	"	" "	805	1				75 35
"	"	" "	806	1				28 37
"	"	Forward		533 b.c.			689 17	41,303 91
June	16.	By account sale	807	2				81 31
"	"	" "	808	2				79 12
"	"	" "	809	1				38 37
"	"	" "	810	1				31 88

81

June	16.	By acc't sale	811	1 b.c.				33 38
"	"	" "	812	2				49 88
"	"	" "	813	2				73 70
"	"	" interest		544 "			689 17	689 17
"	"	" balance due C. G. Peper & Co.						3,350 18
								45,730 90

E. & O. E.

On hand ..... 3 b. c.
To arrive ..... 1 "

June	16.	To balance bro't down		3,350 18
"	28.	By cash from D. P. Rowland & Co. for 1 b. c.	32 17	
July	5.	By account sale, 1 b. c.	17 29	
				49 46
				3,300 72
July	11.	To cash coll'n last Graves note		25
		Balance due C. P. Peper & Co.		3,300 97

On hand ..... 2 b. c.

82 ST. LOUIS, MO., *June 16th*, 1881.

Mr. W. A. Moore, Hot Springs, Ark., in account with Charles G. Peper & Co.

Note, date, Jan'y 10, ,81, payable 90 days after date		2,433 46
Credit Jan'y 13th, '81	686 10	
" May 13, '81	56 00	
" May 14, '81	325 00	
		1,067 10
		1,366 36
Interest to June 16th		71 35
		1,437 71
Note dated Janu'y 10, '81, payable 6 mos. after date	2,433 46	
Interest to June 16	106 12	
		2,537 48
Note dated Jan'y 10, '81, payable 9 mos. after date	2,433 46	
Interest to June 16	106 12	
		2,539 58
Note Jan'y 13, '81, pay. Sept. 1st, as fixed	100 00	
Interest to June 16th	4 27	
		104 27
June 16. Total notes, interest		6,621 14
June 25. By cash from G. G. Latta on account 90-day note	107 10	
June 25. By cash from G. G. Latta on account note payable Sept. 1, '81	22 00	
		129 10
Aug. 2. Balance		6,492 04

Endorsed: Filed August 10, 1881. Ralph S. Goodrich, clerk, by W. P. Field, D. C.

83 UNITED STATES OF AMERICA, *Eastern District of Arkansas:*

Be it remembered that at a circuit court of the United States of America, in and for the eastern district of Arkansas, begun and holden on Monday, the 24th day of October, A. D. 1881, at the United States court-room, in the city of Little Rock, Arkansas, the Honorable Henry C. Caldwell, district judge, presiding, and holding said court, the following proceedings were had, to wit, on December 20, 1881:

S. W. FORDYCE
vs. } 430
CHARLES G. PEPER.

Comes the complainant by E. W. Kimball, Esq., his solicitor, and

by consent of parties it is ordered that this cause be consolidated with cause No. 451 on the chancery docket, and entitled Walter A. Moore and Samuel W. Fordyce, assignee, against Charles G. Peper and George G. Latta, and that the two causes be tried as one suit under the title of cause No. 451.

84

Be it remembered that on the 14th day of November, 1881, came into the office of the clerk of the circuit court of the United States for the eastern district of Arkansas, Charles G. Peper and George G. Latta, by Wm. G. Whipple, Esq., their solicitor, and filed therein a transcript from the State court, which is as follows:

Garland Circuit Court.

WALTER A. MOORE and SAMUEL W. FORDYCE, Assignee, Pl'ffs,
vs.
CHARLES G. PEPER and GEORGE G. LATTA, Def'ts.

To the above-named defendants:

You are hereby notified that on the 29th day of October, 1881, at the court-house of Garland county, we will apply to Hon. W. W. Wiggs, county judge of Garland county, for an injunction to restrain you selling lands of plaintiff Moore under deed or deeds of trust and mortgage or mortgages executed by him to you or either of you.

85

Said application will be made at three o'clock p. m.

GEO. J. SUMMERS,
E. W. RECTOR,
G. W. MURPHY,
Att'ys for Pl'ff.

Garland Circuit Court.

SAMUEL W. FORDYCE, Assignee, &c., and WALTER A. MOORE, Plaintiffs,
vs.
CHARLES G. PEPER, trading under the firm name of Charles G. Peper & Co., GEORGE G. LATTA, Trustee, Defendants.

The plaintiffs, Samuel W. Fordyce and Walter A. Moore, state the plaintiff Moore, for a period of last least fifteen years next preceding the 16th day of May, A. D. 1881, was a merchant, doing business as such in the city of Hot Springs, Garland county, Arkansas, and that in the course of said business he acquired annually large quantities of bale cotton, which he uniformally conveyed and sent to cotton factors and commission merchants doing business in distant cotton markets for sale on commission, subject to and under his (Moore's) orders and directions as to time of sale. That in the month of August, A. D. 1880, the defendant, Charles G. Peper, who, a short time previous thereto, had embarked in the business of cotton factor in the city of St. Louis, Mo., and to induce merchants and cotton owners residing at a distance from said city of St. Louis, Mo., to patronize him as such cotton factor, had falsely as-

86

sumed the name of Charles G. Peper & Co., representing and pretending that there were several wealthy men members of
87 said firm, whereby they were and would be enabled to hold the cotton of their patrons till such times as high prices therefor could be obtained, and in the meanwhile to advance to their merchant patrons such sums of money as they might need in their business in the handling of said cotton, thereby enabling their said patrons to hold said cotton from sale until high prices could be had, visited the place of business of said Moore in said city of Hot Springs, and solicited him to send him his cotton for sale on commission, making representations as above set forth, and stating that his said firm would, through its money, do more for its patrons than any other cotton factors in St. Louis, and would carry them through any financial pressure that might come upon them, and protect
88 their cotton against sale or low market, unless by their orders; that said Peper, defendant, urged plaintiff Moore to consign his cotton for the coming season to said pretended firm, and, to induce him so to do, promised him that they, said firm, would advance him money on said cotton, and would hold it until the opening of the fall market of 1881, unless said Moore should consent to or direct an earlier sale, and that they would even hold it longer than the opening of said market if said Moore should so request or direct them.

That plaintiff Moore at first refused, telling defendant that he had a commission merchant and cotton factor in St. Louis, Mo., and could not take his business from him; that defendant thereupon urged said plaintiff to divide his cotton business, and con-
89 sign to him and his said firm at least one-half of the cotton he might acquire during the following season, opening in the fall of 1880, and ending in the spring following, that of 1881, on terms and stipulations as to sales and advancements as above set forth; that said plaintiff consented to them, and under this agreement consigned to said firm—that is, to defendant—in said city of St. Louis, nine hundred and twenty-nine bales cotton, of the average weight of 480 pounds per bale, during said season, all of which defendant, as such factor, in the name of said pretended firm and under said agreement received. That defendant, under said agreement, made advances of money between the making of said agreement and the tenth day of January, 1881, on account of the cotton so consigned, and on said tenth day of January again visited
90 said Moore and represented to him that he and said firm still intended to perform their agreement and hold all cotton then and thereafter to be consigned to them by said Moore for a good market, but that the price of cotton had fallen so far below what was expected that said firm's advances to said Moore were seven thousand and three hundred dollars & $\frac{38}{100}$ dollars in excess of its probable value at the present price, and urged and entreated said Moore to give them further security for the same, stating that said firm felt that they were taking all the risks of holding said cotton, while he (Moore) was alone to be benefited by an advance in price, and that said firm was dissatisfied with said agreement as matters

then stood, but would be content with the same, and would
91 *and would* carry it out to the fullest extent, if said Moore would give them additional security for said sum of $7,300.38, and would advance them to the extent of all future shipments by him of cotton, and would in no event sell any of said cotton until the fall opening of the fall market of 1881, unless he should order them, and that they would in no case sell said cotton on a low market without the consent and direction of said plaintiff Moore. That said plaintiff Moore thereupon *thereupon*, at the request of said defendant and by his urgent solicitations, executed to George G. Latta, as trustee for said Charles G. Peper & Co.—that is, for said defendant—a deed of trust on the following real estate in the county of Garland, and State of Arkansas, to wit: Lots Nos. 1, 2, 3, in block No. 42; lot No. 1, in block No. 41; lot No. 6, in block No. 186; lot No. 2, in block No. 155,
92 in the city of Hot Springs, and in the original Hot Springs reservation, and also the W. ½ of the S. W. ¼ of Sec. 15, T. 3 S., R. 19 west; the undived ½ of the E. ½ of the S. W. ¼, and the W. ½ of the S. E. ¼ of section 31, T. 2 S., R. 19 W., to secure payment of said sum, which was divided into three notes, signed each by said Moore on said tenth (10) day of January, 1881, the first note $2,433.46, with ten per cent. interest, due ninety days thereafter; the second, for like sum due with like interest, due six months thereafter; the third, for like sum, with like interest, due nine months thereafter; and also another deed of trust to secure payment of the same notes to said Charles G. Peper & Co. to said Latta, as trustee for said defendant, upon the following real estate, viz: The undivided ½ of lots No. 5 & 6, in block 127; lot No. 9, in block No. 130; lot No. 1, in block No. 8; lots No. 2, 3, 4, & 5, in block No. 10; the un-
93 divided ¼ of lot No. 15, in block No. 77; the estate and interest of said Moore, in lots No. 6 & 11, in block No. 178; lots No. 1 & 2, in block No. 190; lots No. 1, 2, & 3, in block No. 191; lots No. 1, 2, 3, 4, 5, in block 180; lots No. 1, 2, 3, 4, 14. 15, 16, in block No. 177; lots No. 1, 2, 4, 5, 13, 14, in block No. 179, all of said lots being situated in the original Hot Springs reservation, in said county and State, and also executed to the said Charles G. Peper & Co., the company being fictitious, but then, without the knowledge of plaintiff, a mortgage, as a further security for said sum, upon the following property, viz: Said Moore's leasehold estate and property in a two-story frame building, constructed on lots 11, 12, block No. 86; said house being the property of said Moore; that said deeds of trust and of mortgage, copies of which, marked A, B, & C, respectively, in the order in which they are men-
94 tioned, are annexed to and made part of this complaint, contains, respectively, powers authorizing the said Latta and the said Peper & Co. to sell said property in default of payment of said sum at public auction, at the court-house of Garland county on giving twenty days' notice of the time, place, and terms of sale. that on the sixteenth day of May, 1881, the plaintiff Moore, being unable, through failure of defendant, to comply with his agreement as to advancements to said plaintiff, and the low price of cotton, at which he was unwilling to sell his said cotton to pay his creditors

in cash, made an assigment of his property to the plaintiff, Samuel W. Fordyce, in trust and for the benefit of said Moore's creditors, and for the payment of his indebtedness to them; that said Fordyce accepted said assignment; that defendant thereafter notified both the plaintiffs that they would sell said
95 cotton within ten days, and without further notice, unless said plaintiff Moore would send them $8,000.00, exclusive of said notes, as a payment on account; that plaintiffs both forbid said sale, and one of them went to St. Louis and urged defendant against it; but defendant, nevertheless, when the market was at its lowest stage, sold said cotton at 9 and 9⅛ cents per lb., except 229 bales, which he had previously sold at 11⅛ cents per lb., but which he reported as sold at 9⅛ and 9 cents per lb. on June 2nd, 1881, when the last sale was made. Plaintiffs charge that said sale on the 2nd June, 1881, was pretended, and that defendant merely transferred it to his own name for the purpose of defrauding plaintiffs; that cotton before and at the opening of the fall market of 1881, and since, was worth 12¼ cents per pound, and that the cotton so sold, or pretended to be, was worth the same, and that the plaintiffs would have received it; therefore if defendant had
96 not wrongfully sold at low price as aforesaid; that plaintiff Moore has instituted in this court against defendant a suit based upon the said breach of said agreement for fifteen thousand dollars ($15,000), which sum was lost to plaintiffs by and through said breach; that the defendant after the making of said assignment wrongfully brought suit in this court against defendant Moore, for say, $6,600.00, and sued attachment thereto, and levied the same upon property assigned to plaintiff Fordyce aforesaid, and garnisheed the debtors of said Moore, the demands against them being assigned to plaintiff Fordyce to the extent of eight thousand dollars, all of whom thereafter *after* refused to pay plaintiffs said debts, and are now insolvent, but would have paid the same, but
97 for the service of said garnishments; that plaintiffs sustained further loss by reason of said attachments to the extent of, say $5,000.00; that said attachments were sued out maliciously and without proper cause, and the plaintiffs have instituted in this court several suits for said sums, and attached defendant Peper's estate in estate in said property; that defendant Peper had no other property in this State save said interest under said trust and mortgage; that defendants have advertised that they will sell all of said property, under said deeds of trust and mortgage, on the 31st day of October, A. D. 1881, copy of which said advertisements, marked Exhibit "D," together with a copy of said agreement, marked Exhibit "E," and attached to and made part of this complaint; that defendant Latta, at the instance of said defendant Peper, has procured preparatory to said sale, the appointment of appraisers and
98 by underrating the title of plaintiff Moore, has induced said appraisers to appraise said property at less than one-half its value; that said property is worth twenty-five thousand dollars, but defendants seek to sell, sacrifice it, and buy it in for $7,300.38, and interest, and will do so unless restrained by order of this court, there

being now a great stringency in money now at this place; that plaintiff Moore has paid upon said notes and interest one thousand two hundred and forty-two dollars, and that defendant refused to credit him therewith; that defendant will, unless restrained by order of this court, disregard said credits, and sacrifice said property to the irrepairable injury of plaintiffs, and the ruin of said Moore, who is wholly remediless at law; that said mortgage and deeds of trust were procured through false and fraudulent representa-
99 tions as above set forth, and never would have been executed but for them. Plaintiffs pray that said deeds of trust and mortgage be delivered up and cancelled, and that defendants, their agents and attorneys, be restrained from selling said property or any part thereof, or any other property under them, and for such other and general relief as to the court shall seem just and proper.

GEORGE J. SUMMERS,
E. W. RECTOR,
G. W. MURPHY,
Attorneys for Plaintiffs.

W. A. Moore, one of the plaintiffs in this action, says: That the statements in the foregoing complaint are true, and that J. M. Smith, circuit judge of this circuit, is now absent from Garland county.

WALTER A. MOORE.

Sworn to before me, this 29th day of October, A. D. 1881.

J. H. LAW, *Clerk.*

100 STATE OF ARKANSAS, *Garland County:*

Upon hearing and considering the within complaint of Samuel W. Fordyce, as assignee, and Walter A. Moore, plaintiffs, against Charles G. Peper & Co. and George G. Latta, trustee, defendants, it is ordered that, upon the plaintiffs entering into bond to the defendants in the sum of one thousand dollars, to be approved by the clerk of the Garland circuit court, conditioned as required by law to pay them such damages as they may sustain, if it is finally decided that the injunction ought not to have been granted, the said defendants, their attorneys, agents, employees, and assistants be restrained and enjoined from selling or further interfering with the buildings, lands, and premises mentioned and referred to in said complaint, until the further order of the Garland circuit court.

101 Given this — day of October, 1881.

W. W. WIGGS,
County Judge of Garland County.

Filed October 31st, 1881, at 10 o'clock a m.

J. H. LAW, *Clerk.*

This deed, made and entered into this tenth (10) day of January, eighteen hundred and eighty-one, by and between Walter A. Moore, of the county of Garland, State of Arkansas, party of the first part, and George G. Latta, of the county of Garland, State of

Arkansas, party of the second part, and Charles G. Peper & Co., of the city of St. Louis, State of Missouri, party of the third part, witnesseth:

That the said party of the first part, in consideration of the debt and trust hereinafter mentioned and created, and for the sum of one dollar to him paid by the said party of the second part, the
102 receipt of which is hereby acknowledged, do by these presents grant, bargain, and sell, convey and confirm unto the said party of the second part the following-described real estate, being situate the county of Garland, State of Arkansas, to wit: Lot numbered one (1), in block number forty-one (41); lots numbered one (1) and two (2) and three (3), in block number forty-two (42); lot numbered six (6), in block numbered one hundred and eighty-six, (186); lot numbered two (2), in block numbered one hundred and fifty-five (155), said lots and blocks being in the Hot Springs reservation, and being in accordance with the survey and return of the Hot Springs commissioners; and also the west half (W. $\frac{1}{2}$) of the southwest quarter (S. W. $\frac{1}{4}$) of section fifteen (15), township three (3) south, range nineteen (19) west; and also my undivided one-half interest in the east half of the southwest
103 quarter and the west half of the southeast quarter of section (31) thirty-one, township two (2), south range nineteen west, to have and to hold the same, together with the appurtenances, to the said party of the second part and to his successors, hereinafter designated, and to the assigns of the said party of the second part, or of said successors, forever, in trust, however, for the following purpose: Whereas the said Walter A. Moore, grantor, is justly indebted unto said Charles G. Peper & Co. upon three (3) certain promissory notes bearing even date herewith, payable to the order of Charles G. Peper & Co., one note for the sum of two thousand four hundred and thirty-three $\frac{46}{100}$ dollars (2,433.46), with ten per cent. interest, due and payable ninety days from 10th January, 1881; the second note of two thousand four hundred and thirty-three and
104 $\frac{46}{100}$ dollars ($2,433.46), with ten per cent. interest, due six months from January 10th, 1881; a third note for $2,433.46, with ten per cent. interest, due nine months from January 10th, 1881; and has also agreed and covenanted with said parties aforesaid that the assessments due the United States Government for said lots shall be paid to said Government on or before the first day of September, 1881. Now, if the said notes be well and truly paid as the same severally become due and payable, according to the tenor and effect of said notes, and each of them, and if the said covenants and agreements in regard to the assessments for the lots due the United States Government shall be faithfully kept and performed, then this deed shall be void, and the property
105 hereinbefore conveyed shall be released at the cost of the said party of the first part, but should default be made in the payment of said notes, or either of them, or any part of either of them, or the interest that may accrue therein as the same severally become due and payable, then the whole of said notes shall become due and payable, then this deed shall remain in

force, and the said party of the second part, or in case of his absence, death, refusal to act, or disability in anywise, the (then) acting sheriff of Garland county, Arkansas, at the request of the legal holders of said notes, or either of them, may proceed to sell the property hereinbefore described, or any part thereof, at public vendue to the highest bidder, at the court-house door of Garland county, Arkansas, for cash, first giving twenty (20) days' public notice of the time, terms, and place of said sale, and of the property to be
106 sold, by advertisement in some newspaper printed in the city of Hot Springs, Arkansas, and upon sale shall execute and deliver a deed in fee simple of the property sold to the purchaser or purchasers thereof; at which sale any of the parties hereto may purchase as other parties and receive the proceeds of said sale, and of which he shall pay first the cost and expense of this trust, and next the debt and interest and the remainder, if any, shall be paid to the said Walter A. Moore, or his legal representatives, and said W. A. Moore waives all rights and privileges under act regulating sales of property, approved March 17th, 1879, and the party of the second part covenants faithfully to perform and fulfill the trust herein created.

In witness whereof, the said parties of the first part have here-
107 unto set their hands and seals, the day and year first above written.

Executed in the presence of—

WALTER A. MOORE. [SEAL.]
GEORGE G. LATTA. [SEAL.]
CHARLES G. PEPER & CO. [SEAL.]

STATE OF ARKANSAS, *County of Garland:*

Be it remembered that on this 10th day of January, A. D. eighteen hundred and eighty-one, before me, the undersigned, a notary public within and for the county and State aforesaid, duly qualified May 20th, 1878, for a term expiring May 20th, 1882, came Walter A. Moore, George G. Latta, and Charles G. Peper, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument of writing as parties thereto, and they acknowledge the same to be their act and deed for the uses,
108 considerations, and purposes therein mentioned and expressed.

In witness whereof, I have hereunto set my hand and affixed my notarial seal this the 10th day of January, 1881.

ANDREW BRUON, [SEAL.
Notary Public.

Filed for record Jan'y 10th, 1881, at 12.30 p. m.

J. H. LAW, *Clerk.*
W. WRIGHT, *D. C.*

EXHIBIT A.

STATE OF ARKANSAS, *County of Garland:*

I, J. H. Law, clerk and recorder, within and for the county and State aforesaid, do hereby certify that the annexed and foregoing is

a true and correct copy of a deed of trust from W. A. Moore to G. G. Latta, trustee, as the same now appears of record in my
109 office, on page 394 and 395, book F, of deeds and mortgages.

In witness whereof, I have hereunto set my hand and seal of office, this 29th day of October, 1881.

[SEAL.] J. H. LAW, *Clerk*,
By Z. BELDIN, *D. C.*

This deed, made and entered into this the (10) tenth of January, eighteen hundred and eighty-one, by and between Walter A. Moore, of the county of Garland, State of Arkansas, party of the first part, and George G. Latta, of the county of Garland, and State of Arkansas, party of the second part, and Charles G. Peper & Co., of the city of St. Louis, State of Missouri, party of the third part, witnesseth:

That the said party of the first part, in consideration of the debt and trust hereinafter mentioned and created, and of the sum of
110 one dollar to him paid by the said party of the second part, the receipt of which is hereby acknowledged, do, by these presents, grant, bargain, and sell and convey unto the said party of the second part the following real estate, always, however, subject to a deed of trust, heretofore executed to the Arkansas State Bank or Polhamius & Gaines as proprietors thereof, to wit: An undivided one-half interest in lot- five and six (6), in block numbered 127; lot numbered nine (9), in block No. 130; lots numbered one (1), in block No. 8; lots numbered two (2), three (3), four (4), and five (5), in block No. 10; and also my undivided one-fourth in lot numbered fifteen (15), in block No. 77; and also my undivided interest in the following real estate, subject alwoys to a prior deed of trust, executed on the 10th day of January, A. D. 1881, to Dodd, Brown & Co., of St. Louis, Mo.;
111 Schwab & Co., of said city; Meyer Bros., of said city, and P. J. Willis, of Boston, Mass., to wit: Lots 6 and 11, block 178; lots 1 & two (2), block No. 190; lots No. one (1), two (2), and three (3), of block 191; lots one (1), two (2), three (3), four (4), and five (5), block 180; lots No. one (1), two (2), three (3), four (4), fourteen (14), fifteen (15), sixteen (16), block 177; lots No. one (1), two (2), four (4), five (5), thirteen (13), fourteen (14), block 179, said lots being in Garland county, Arkansas, in the Hot Springs reservation, and according to the returns and survey of the Hot Springs U. S. commissioners; to have and to hold the same, together with the appurtenances, to the said part- of the second part, and to his successors hereinafter designated, and to the assigns of the said party of the second part, or said successors, forever, in trust, however, for
112 the following: Whereas, as the said Walter A. Moore, grantor, is justly indebted to said Charles G. Peper & Co. upon three certain promissory notes, bearing even date herewith, payable to Charles G. Peper & Co. or order, the several notes each being for the sum — two thousand four hundred and thirty-three $\frac{46}{100}$ dollars ($2,433.46), with ten per cent. interest, due respectively ninety days, six months, and nine months from the 10th day of January, A. D. 1881, the said notes being secured by a deed of trust on certain other real estate, but the grantor desiring to further secure said

notes, *and* has also agreed and covenanted with said parties aforesaid that the assessments due to the United States Government for said lots shall be paid to said Government on or before the
113 1st day of September, 1881: Now, if the said notes be well and truly paid as the same severally become due and payable according to the tenor and effect of said notes and each of them, and if the said covenants and agreements in regard to the assessments for the lots due the United States Government shall be lawfully kept and performed, then this deed shall be void, and the property hereinbefore conveyed shall be released at the cost of said party of the first part; but should default be made in payment of said notes, or either of them, or any part of either of them, or the interest that may accrue thereon as the same severally become due and payable, then this deed shall remain in force, and the said party of the second part, or in case of his absence, death, refusal to act,
114 disability in anywise, the (then) acting sheriff of Garland county, Arkansas, at the legal request of legal holder of the said notes, or either of them, may proceed to sell the property hereinbefore described, or any part thereof, at public vendue, to the highest bidder, at the court-house door of Garland county, Arkansas, for cash, first giving twenty (20) days' public notice of the time, terms, and place of said sale, and of the property to be sold, by advertisement in some newspaper printed in the city of Hot Springs, Arkansas, and upon such sale, shall execute and deliver a deed in fee simple of the property sold to the purchaser or purchasers thereof, at which sale any of the parties hereto may purchase as other parties, and receive the proceeds of said sale, out of which he shall pay first the
115 costs and expenses of this trust, and next the debt and interest, and the remainder, if any, shall be paid to the said Walter A. Moore, or his legal representatives, and said W. A. Moore waive all right and privileges under act regulating sales of property, approved March 17th, 1879; and the said party of the second part covenants faithfully to perform and fulfill the trust herein created.

In witness whereof the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Executed in presence of—

WALTER A. MOORE. [SEAL.]
GEORGE G. LATTA. [SEAL.]
CHARLES G. PEPER & CO. [SEAL.]

STATE OF ARKANSAS, *County of Garland:*

Be it remembered that on this 10th day of January, A. D.
116 eighteen hundred and eighty-one, before me, the undersigned, a notary public within and for the county and State aforesaid, duly qualified May 20th, 1878, for a term expiring May 20th, 1882, came Walter A. Moore, George G. Latta, and Charles G. Peper, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument of writing as parties thereto, and they acknowledge the same to be their act and deed, for the uses, considerations, and purposes therein expressed.

In witness whereof, I have hereunto set my hand and affixed my notarial seal, this the 10th day of January, 1881.

ANDREW BRUON,
Notary Public.

Filed for record at 12.30 p. m., January 10th, 1881.

J. H. LAW, *Clerk.*
W. WRIGHT, *D. C.*

117 EXHIBIT "B."

STATE OF ARKANSAS, *County of Garland*:

I, J. H. Law, circuit clerk and *ex-officio* recorder of the county and State aforesaid, do hereby certify that the annexed and foregoing is a true and perfect copy of a deed of trust from W. A. Moore to George G. Latta, trustee, as the same now appears of record on pages 392 and 393, book F, now on file in my office.

In testimony whereof, I have hereunto set my hand and official seal, this 29th day of October, 1881.

[SEAL.] J. H. LAW, *Clerk.*

Chattel Mortgage.

W. A. Moore to Charles G. Peper & Co.

This indenture, made this tenth day of January, 1881, between Walter A. Moore, party of the first part, and Charles G. Peper
118 & Co., parties of the second part, witnesseth: That for and in consideration of the sum of ten dollars, the receipt of which is hereby acknowledged, the party of the first part has bargained, sold, granted, and conveyed, and by these presents hereby bargain, sell, and convey to the party of the second part, his executors, administrators, and assigns, the following-described property, to wit: All of my household estate and property in a certain two-story frame building as constructed on lot No. 11–12, block No. 86, in Hot Springs, Garland county, Arkansas, said lots being leased from A. B. Gaines, and said buildings thereon being my property, and all of my interest in said buildings as aforesaid; to have and to hold the same unto the party of the second part, their executors, administrators, and assigns forever, conditioned, however, as follows:
119 Whereas the said party of the first part is indebted to the party of the second part in the sum of seven thousand three hundred $\frac{38}{100}$ dollars, as evidenced by three certain promissory notes due, respectively, ninety days, six months, and nine months from the tenth day of January, 1881, and each being for the sum of two thousand four hundred and thirty-three $\frac{46}{100}$ dollars, with interest at rate of ten per cent., and the said Moore being desirous of further securing said several notes in addition to security already given: Now if the party of the first part should well and truly pay the party of the second part the sum hereinbefore mentioned, and all other indebtedness which may then be due, the party of the second part, by the party of the second part, by the party of the first
120 part together with the cost of this trust on or before the days of maturity of said notes, then this conveyance shall be void,

otherwise to remain in full force and effect; and in case any default shall be made in the payment of said indebtedness, as herein set forth, or either of said notes, or any part thereof, then the whole shall become due and payable, or should the party of the first part, prior to the said maturity of the said notes, or either of them, sell, or attempt to sell, ship, remove, or otherwise dispose of the property herein conveyed, or any part thereof, without the consent of the party of the second part, then, in either event, the party of the second part, their agent or attorney, is hereby authorized and empowered to take charge of said property on demand, without process of law, and sell and dispose of the same, or so much as will
121 be necessary, at public sale, at the court-house door in Garland county, Arkansas, for cash in hand, upon two weeks' notice in some newspaper published in the county, or by written notice posted in five conspicuous places near the property, at which sale any of the parties hereto may purchase as other parties, and out of the proceeds of said sale the said party of the second part to retain the sum due them as herein set forth, and the cost of this trust, and of sale, rendering the overplus, if any, to the said party of the first part, his executors, administrators, or assigns.

Given under my hand and seal, this tenth day of January, 1881.

WALTER A. MOORE. [SEAL.]

Filed for record January 10th, 1881, at 12.30 p. m.

J. H. LAW, *Clerk.*
W. WRIGHT, *D. C.*

122 *Deed of Trust.*

WALTER A. MOORE to GEORGE G. LATTA, trustee.

This deed, made and entered into this thirteenth (13) day of January, eighteen hundred and eighty-one, by and between Walter A. Moore, of the county of Garland, State of Arkansas, party of the first part, and George G. Latta, of the county of Garland, State of Arkansas, party of the second part, and Charles G. Peper & Co., of the city of St. Louis, State of Missouri, party of the third part, "witnesseth:" That the said party of the first part, in consideration of the debt and trust hereinafter mentioned and created, and of the sum of one dollar to him paid by the said party of the second part, the receipt of which is hereby acknowledged, do by these presents grant, bargain, and sell, convey, and confirm unto the said party of the second part, the following-described property, situated in
123 the county of Garland, State of Arkansas, to wit: Lots No. (1), in block No. (41); lots No. one (1) and No. (2) and three (3), in block No. (42); lots No. (6), six in block No. one hundred and eighty-six (186); lot No. two (2), block No. one hundred and fifty-five, said lots and blocks being in the Hot Springs reservation, and being in accordance with the survey and returns of the Hot Springs commissioners; and also the west half (W. ½) of southwest quarter of section (15), township three (3) south, range nineteen (19) west; and also my undivided one-half interest in the east half of the southwest quarter, and also west half of the southeast quarter of section

thirty-one (31), township two (2) south, range nineteen west. The above land being always subject to a deed of trust executed
124 on the tenth day of January, 1881, to Geo. G. Latta, as trustee, for the sum of seven thousand three hundred and $\frac{38}{100}$ dollars ($7,300·38), to have and to hold the same together with the appurtenances to the said party of the second part, and to his successors hereinafter designated, and to the assignees of the said party of the second part, or of said successors forever, in trust, however, for the following purpose: Whereas the said Walter A. Moore, grantor, is justly indebted unto said Charles G. Peper & Co. upon a certain promissory note, bearing even date herewith, payable to the order of Chas. Peper & Co., for the sum of one hundred dollars, with ten per cent. interest, due and payable the first day of September, 1881: Now if the said notes be well and truly paid, as the same become due and payable, according to the time and effect of said note,
125 then this deed shall be void, and the property hereinbefore conveyed shall be released at the cost of said party of the first part, but should default be made in the payment of the said notes, or any part thereof, or the interest that may accrue thereon, then this deed shall remain in force, and the said *and the said* party of the second part, or in case of his absence, death, or refusal to act, or disability in anywise, the (then) acting sheriff of Garland county, Arkansas, at the request of the legal holder of said note, may proceed to sell the property hereinbefore described, or any part thereof, at public vendue, to the highest bidder, at the court-house door of Garland county, Arkansas, for cash, first giving twenty (20) days' public notice of the time, terms, and place of said sale, and of the property to be sold, by advertisement in some newspaper
126 printed in city of Hot Springs, Arkansas, and upon such sale shall execute and deliver a deed in fee simple of the property sold to the purchaser or purchasers thereof, at which sale any of the parties hereto may purchase as other parties, and receive the proceeds of said sale, out of which he shall pay first the cost and expenses of this trust, and next, the debt and interest, and the remainder, if any, shall be paid to the said Walter A. Moore, or his legal representatives, and should W. A. Moore waive all right and privileges under act regulating sales of property, approved March 17, 1879, and the said party of the second part covenants faithfully to perform and fulfil the trust herein created.

In witness whereof, the said part– of the first part have
127 hereunto set their hands and seals, the day and year first above written.

WALTER A. MOORE. [SEAL.]
GEORGE G. LATTA. [SEAL.]
CHARLES G. PEPER & CO. [SEAL.]

STATE OF ARKANSAS, } ss:
County of Garland, }

Be it remembered that on this 13th day of January, A. D. eighteen hundred and eighty-one, before me, the undersigned, a notary public within and for the county and State aforesaid, duly qualified May

otherwise to remain in full force and effect; and in case any default shall be made in the payment of said indebtedness, as herein set forth, or either of said notes, or any part thereof, then the whole shall become due and payable, or should the party of the first part, prior to the said maturity of the said notes, or either of them, sell, or attempt to sell, ship, remove, or otherwise dispose of the property herein conveyed, or any part thereof, without the consent of the party of the second part, then, in either event, the party of the second part, their agent or attorney, is hereby authorized and empowered to take charge of said property on demand, without process of law, and sell and dispose of the same, or so much as will
121 be necessary, at public sale, at the court-house door in Garland county, Arkansas, for cash in hand, upon two weeks' notice in some newspaper published in the county, or by written notice posted in five conspicuous places near the property, at which sale any of the parties hereto may purchase as other parties, and out of the proceeds of said sale the said party of the second part to retain the sum due them as herein set forth, and the cost of this trust, and of sale, rendering the overplus, if any, to the said party of the first part, his executors, administrators, or assigns.

Given under my hand and seal, this tenth day of January, 1881.

WALTER A. MOORE. [SEAL.]

Filed for record January 10th, 1881, at 12.30 p. m.

J. H. LAW, *Clerk.*
W. WRIGHT, *D. C.*

122 *Deed of Trust.*

WALTER A. MOORE to GEORGE G. LATTA, trustee.

This deed, made and entered into this thirteenth (13) day of January, eighteen hundred and eighty-one, by and between Walter A. Moore, of the county of Garland, State of Arkansas, party of the first part, and George G. Latta, of the county of Garland, State of Arkansas, party of the second part, and Charles G. Peper & Co., of the city of St. Louis, State of Missouri, party of the third part, "witnesseth:" That the said party of the first part, in consideration of the debt and trust hereinafter mentioned and created, and of the sum of one dollar to him paid by the said party of the second part, the receipt of which is hereby acknowledged, do by these presents grant, bargain, and sell, convey, and confirm unto the said party of the second part, the following-described property, situated in
123 the county of Garland, State of Arkansas, to wit: Lots No. (1), in block No. (41); lots No. one (1) and No. (2) and three (3), in block No. (42); lots No. (6), six in block No. one hundred and eighty-six (186); lot No. two (2), block No. one hundred and fifty-five, said lots and blocks being in the Hot Springs reservation, and being in accordance with the survey and returns of the Hot Springs commissioners; and also the west half (W. ½) of southwest quarter of section (15), township three (3) south, range nineteen (19) west; and also my undivided one-half interest in the east half of the southwest quarter, and also west half of the southeast quarter of section

thirty-one (31), township two (2) south, range nineteen west. The above land being always subject to a deed of trust executed
124 on the tenth day of January, 1881, to Geo. G. Latta, as trustee, for the sum of seven thousand three hundred and $\frac{38}{100}$ dollars ($7,300·38), to have and to hold the same together with the appurtenances to the said party of the second part, and to his successors hereinafter designated, and to the assignees of the said party of the second part, or of said successors forever, in trust, however, for the following purpose: Whereas the said Walter A. Moore, grantor, is justly indebted unto said Charles G. Peper & Co. upon a certain promissory note, bearing even date herewith, payable to the order of Chas. Peper & Co., for the sum of one hundred dollars, with ten per cent. interest, due and payable the first day of September, 1881: Now if the said notes be well and truly paid, as the same become due and payable, according to the time and effect of said note,
125 then this deed shall be void, and the property hereinbefore conveyed shall be released at the cost of said party of the first part, but should default be made in the payment of the said notes, or any part thereof, or the interest that may accrue thereon, then this deed shall remain in force, and the said *and the said* party of the second part, or in case of his absence, death, or refusal to act, or disability in anywise, the (then) acting sheriff of Garland county, Arkansas, at the request of the legal holder of said note, may proceed to sell the property hereinbefore described, or any part thereof, at public vendue, to the highest bidder, at the court-house door of Garland county, Arkansas, for cash, first giving twenty (20) days' public notice of the time, terms, and place of said sale, and of the property to be sold, by advertisement in some newspaper
126 printed in city of Hot Springs, Arkansas, and upon such sale shall execute and deliver a deed in fee simple of the property sold to the purchaser or purchasers thereof, at which sale any of the parties hereto may purchase as other parties, and receive the proceeds of said sale, out of which he shall pay first the cost and expenses of this trust, and next, the debt and interest, and the remainder, if any, shall be paid to the said Walter A. Moore, or his legal representatives, and should W. A. Moore waive all right and privileges under act regulating sales of property, approved March 17, 1879, and the said party of the second part covenants faithfully to perform and fulfil the trust herein created.

In witness whereof, the said part– of the first part have
127 hereunto set their hands and seals, the day and year first above written.

WALTER A. MOORE. [SEAL.]
GEORGE G. LATTA. [SEAL.]
CHARLES G. PEPER & CO. [SEAL.]

STATE OF ARKANSAS, } *ss:*
County of Garland, }

Be it remembered that on this 13th day of January, A. D. eighteen hundred and eighty-one, before me, the undersigned, a notary public within and for the county and State aforesaid, duly qualified May

20th, 1878, for a term expiring May 20th, 1882, came Walter A. Moore, George G. Latta, and Charles G. Peper, who are personally known to me to be the persons whose names are subscribed to the foregoing instrument of writing as party thereto, and they acknowledge the same to [be] their act and deed for the purpose therein mentioned.

In witness whereof, I have hereunto set my hand and
128 affixed my notarial seal, this the 13th day of January, 1881.

[SEAL.] ANDREW BRUON,
Notary Public.

Filed for record Jan'y 13th, 1882, at 2 o'c'k p. m.
J. H. LAW, *Clerk.*
W. WRIGHT, *D. C.*

STATE OF ARKANSAS, } ss:
County of Garland, }

I, J. H. Law, circuit clerk and *ex officio* recorder of the county and State aforesaid, do hereby certify that the annexed and foregoing is a true and perfect copy of a deed of trust, Walter A. Moore to George G. Latta, as appears on record book "F," page 414 & 415, now on file in my office.

In testimony whereof, I have hereunto set my hand and affixed the seal of my office, this the 29th day of October, 1881.

[SEAL.] J. H. LAW, *Clerk.*

129 STATE OF ARKASAS, *County of Garland:*

I, J. H. Law, circuit clerk and *ex officio* recorder of the county of Garland, and State of Arkansas, do hereby certify that the annexed and foregoing is a true and perfect copy of a chattel mortgage as appears upon record F, pages 390 and 391, Walter A. Moore to Charles G. Peper & Co., now on file in my office.

In testimony whereof, I have hereunto set my hand and affixed my official seal, this 29th day of October, 1881.

[SEAL.] J. H. LAW, *Clerk.*

Trustee's Notice.

In accordance with the terms of a deed of trust executed on the 10th day of January, 1881, by Walter A. Moore to George G.
130 Latta, as trustee, for the use and benefit of Charles G. Peper & Co., of the city of St. Louis, State of Missouri, which deed was duly recorded in record "F," pages 392 and 393, of deeds and mortgages in the clerk's office of Garland county, Arkansas, I will, as trustee aforesaid, sell at public vendue, at and in front of the court-house door of Garland county, Arkansas, between the hours for judicial sales, the following real estate, situated in the county of Garland, State of Arkansas: One-half interest in lots 2, 3, 4, and 5, block No. 10; half interest in lot No. 1, block No. 8; fourth interest in lot No. 15, block No. 77; one-half interest in lot No. 9, block 130; one-half interest in lots 1, 2, 3, 4, 14, 15, and 16, in block No. 177; one-half interest in lots 6 and 11, in block 178; one-half

interest in lots 1, 2, 4, 5, 13, and 14, in block No. 179; one-half interest in lots 1, 2, 3, 4, and 5, block 180; one-half interest in
131 lots 1 and 2, in block No. 190; one-half interest in lots 1, 2, and 3, in block No. 191, said lots and blocks being in the Hot Spring reservation, and, in accordance with the return and survey of the U. S. Hot Springs commissioners, said lots will be sold on the 31st day of October, A. D. 1881, for cash in hand, to satisfy three notes of $2,433.46 each, or all that may be unpaid thereon, and the interests and expenses of trust.

GEORGE G. LATTA, *Trustee.*

Hot Springs, Ark's, Oct. 8, 1881.

Trustee's Notice.

In accordance with the terms of a deed of trust executed on the 10th day of January, A. D. 1881, by Walter A. Moore to George G. Latta, as trustee, for the use and benefit of Charles G. Peper &
132 Co., of the city of St. Louis, State of Missouri, which deed was duly recorded in record "F," pages 394 and 395, of deeds and mortgages in the clerk's office of Garland county, Arkansas, I will, as trustee as aforesaid, sell at public vendue, at and in front of the court-house door of Garland county, Arkansas, between the hours for judicial sales, the following real estate, situated in the county of Garland, State of Arkansas: Lot No. 1, block No. 41; lots No. 1, 2, and 3, block 42; lot No. 1, block 155, said lots and blocks being on the Hot Springs reservation, and being in accordance with the return and survey of the U. S. Hot Springs commissioners; and also will sell the west half of southwest qr. section 15, township 3 south, range 19 west; half interest in east half of southwest qr., and west half of southeast qr. section 31, township 2 south,
133 range 19 west. Said real estate will be sold on the 31st day of October, A. D. 1881, for cash in hand, to satisfy three notes of $2,433.46 each, and the interest thereon and expenses of trust.

GEO. G. LATTA, *Trustee.*

Hot Springs, Ark's, Oct. 8, 1881.

Notice.

In accordance with the terms of a deed of mortgage executed to the undersigned on the 10th day of January A. D. 1881, by Walter A. Moore, which mortgage was duly recorded in record "F," pages 390 and 391, of deeds and mortgages for Garland county, Arkansas, I will sell at public vendue, at the court-house door of Garland county, Arkansas, between the hours for judicial sales, the following-described property, a two-story frame building, known as the St. James Hotel, situated on lots 11 and 12, block 186, in
134 the city of Hot Springs, Arkansas; and also all of the interest of W. A. Moore in a lease from Albert B. Gaines to W. A. Moore for lots and lands upon which is located said building; said building and leasehold estate will be sold to the highest bidder on October 31st, 1881, to satisfy three notes for $2,433.46, due the un-

dersigned from W. A. Moore, and the same will be sold for cash in hand.

CHARLES G. PEPER & CO.
GEO. G. LATTA, *Att'y.*

Injunction Bond.

Garland Circuit Court.

HOT SPRINGS, ARK'S, *Oct.* 8, 1881.

SAMUEL W. FORDYCE, Assignee, and WALTER A. MOORE, Plaintiffs,
against
CHARLES G. PEPER and GEORGE G. LATTA, Trustee, Defendants.

We undertake that the plaintiff-, Samuel W. Fordyce and Walter A. Moore, shall pay to the defendants, Charles G. Peper and
135 George G. the damages not exceeding one thousand dollars which they or either of them may sustain by the reason of the injunction in this action, if it is finally decided that said injunction ought not to have been granted.

Oct. 31st, 1881.

SAMUEL W. FORDYCE.
WALTER A. MOORE.
J. L. BUTTERFIELD.
P. E. GREENE.

Attest: J. H. LAW, *Clerk.*

Approved and filed 31st October, 1881.

J. H. LAW, *Clerk.*

STATE OF ARKANSAS, *County of Garland:*

I, J. H. Morgan, agent and attorney for Chas. G. Peper & Co., of the city of St. Louis, State of Missouri, state that an injunction was pending in the United States court for the eastern district of Arkansas for the sale of the lands described in certain deeds of
136 trust mentioned in petition filed herein, and that said injunctions and all matters pertaining thereto were settled by the said parties excepting the right and privileges to bring certain suits for damages, and that said agreement dismissing said suit and proceedings were reduced to writing; that by the provisions of said agreement the said lands were to be sold and no opposition made thereto; that said agreement was signed by attorney for both parties to said suit, namely, the said Peper and the said W. A. Moore; that attorney has telegraphed for said agreement to be sent by the first express which will arrive this afternoon.

Wherefore he asks that the hearing of this cause may be continued until said train arrives.

J. H. MORGAN.

137 I, J. H. Morgan, make oath that I believe the statements made in the foregoing affidavit are true to the best of my knowledge and belief.

J. H. MORGAN.

Subscribed and sworn to before me, this 29th day of Oct., 1881.
[SEAL.] J. H. LAW, *Clerk.*

Filed Oct. 31st, 1881.

J. H. LAW, *Clerk.*

STATE OF ARKANSAS, *County of Garland:*

I, Geo. G. Latta, state that the allegations in said complaint as to his acts as trustee in the matter of doing or saying anything to effect the title of W. A. Moore is utterly and wholly false.

That the appraisers were regularly appointed, and that said
138 property appraised at a figure greater than its actual value.

G. G. LATTA.

Subscribed and sworn to before me, this 29th day of October, 1881.
J. H. LAW.

STATE OF ARKANSAS, *County of Garland:*

I, J. H. Morgan, make oath that the firm of Cohn & Cohn, regularly enrolled and licensed lawyers of the city of Little Rock, Ark., represented themselves as attorneys of W. A. Moore in the suit pending in the U. States court between Chas. Peper & Co. and W. A. Moore.

J. H. MORGAN.

Subscribed and sworn to before me, this 29th day of October, 1881.
J. H. LAW, *Clerk.*

Filed Oct. 29, 18—.

J. H. LAW, *Clerk.*

139 Garland Circuit Court.

SAMUEL FORDYCE, Assignee, and WALTER A. MOORE, Plaintiffs,
vs.
CHARLES G. PEPER and GEO. G. LATTA, Defendants.

W. A. Moore states that he has never instituted any suit in the Federal court at Little Rock or any other court against the defendants, Charles G. Peper & Co. and George G. Latta, to restrain the sale by them under the trust deed mortgage attached to in complaint in this case, and that he never employed Mess. Cohn & Cohn, or any other attorneys, in such case.

That he never gave to Mess. Cohn & Cohn, or any other attorney or person, any authority or direction to settle with the defendants, or either of them, for any default or breach of the agreement set
140 forth in said complaint, or any other account, and if they did so, it — without his consent or knowledge, and against his wish, and that he does not, and never did, approve any such action.

WALTER A. MOORE.

Sworn to before me, this 29th day of October, 1881.
J. H. LAW, *Clerk,*
By Z. BELDIN, *D. C.*

Filed Oct. 31, '81. J. H. LAW, *Clerk.*

Summons. In Actions by Equitable Proceedings.

State of Kansas to the sheriff of Garland county:

You are commanded to summon Charles G. Peper and George G. Latta to answer, in 20 days after the service of this summons upon them, a complaint in equity filed against them in the Garland
141 circuit court by Samuel W. Fordyce, assignee, and Walter A. Moore, and warn them that upon their failure to answer the complaint, will be taken for confessed, and you will make due return of this summons on the 1st day of the next February term of said court.

Witness my hand and the seal of said court, this 31st day of October, 1881.

[SEAL.] J. H. LAW, *Clerk.*

Order of Injunction.

SAMUEL W. FORDYCE, Assignee, and WALTER A. MOORE, Plaintiffs,
against
CHARLES G. PEPER, Trading under the firm name of Charles G. Peper & Co., and GEORGE G. LATTA, Trustee, Defendants.

The State of Arkansas to Charles G. Peper and George G. Latta:

142 You are enjoined from selling, or further interfering with the right, title, and interest of the plaintiff, Samuel W. Fordyce, assignee, and Walter A. Moore, or either of them, in and to the following described buildings, household lands, and premises, to wit: Lots 2, 3, 4, and 5 in block 10; lot 1 in block 8; lot 15 in block 77; lot 9 in block 130; lots 1, 2, 3, 4, 14, 15, and 16 in block 177; lots 6 and 11 in block 178; lots 1, 2, 4, 5, 13, and 14 in block 179; lots 1, 2, 3, 4, 5 in block 180; lots 1 and 2 in block 190; lots 1, 2, and 3 in block 191; lot 1 in block 41; lots 1, 2, 3 in block 42; lot 2 in block 155. The two-story frame building known as the St. James Hotel, situate in lots 11 and 12 in block 86, and the interest of W. A. Moore in a lease from Albert B. Gaines to W. A. Moore for lots of land upon which said building is situated, in the original Hot Springs reservation, in the town of Hot Springs, in the
143 county of Garland, in the State of Arkansas; and also the west half of southwest quarter of section fifteen, township three south, range nineteen west, and east half of southwest quarter, and west half of southeast quarter of section thirty-one (31), township two (2) south, range 19 west, and all the leasehold, interest, buildings, lands, and premises mentioned and referred to in the plaintiffs application and complaint for injunction until the further order of the Garland circuit court.

Witness my hand and the seal of said court, this 31st day of October, 1881.

J. H. LAW, *Clerk.*

STATE OF ARKANSAS, *Garland County:*

Executed and served the within summons and order of at-
144 tachment by delivering copies of each to the within named

Charles G. Peper and George G. Latta respectively. Done at Hot Springs, Garland county, Arkansas, this 31st day of October. 1881.

J. H. NICHOLS, *Sheriff*,
By JOB PRICHARD, *D. S.*

Service	2 00
Mileage	10
Return	25
	2 35

Garland Circuit Court.

SAMUEL W. FORDYCE, Assignee, &c., and WALTER A. MOORE, Pl't'fs,
vs.
CHAS. G. PEPER, Trading under the firm name of Chas. G. Peper & Co., GEO. G. LATTA, Def'ts.

The petition of Charles G. Peper and George G. Latta respectively represent to this honorable court that your petitioner, Charles G. Peper, at the time of the comencement of this suit, was and
145 still is a citizen of the State of Missouri, and that Samuel W. Fordyce and Walter A. Moore, plaintiffs herein, were and still are citizens of the State of Aransas, and that said Latta, who is a citizen of the State of Arkansas, material party to this suit, he being the trustee in the deeds of trust conveying certain lands to him as such, the sale of which under the powers of sale therein this suit is brought to enjoin; that the matters in dispute exceeds, *the* exclusive of cost, the sum or value of five hundred dollars; that there is a controversy in this suit between citizens of different States, and which can be fully determined as between them.

Your petitioners make and file herewith a bond, with good and sufficient surety, for their entering into the circuit court of
146 the United States for the eastern district of Arkansas on the first day of its next session a copy of the record in this suit, and for paying all cost that may be awarded by said circuit court *is* said circuit court shall hold that this suit has been wrongfully or improperly removed thereto.

Your petitioners therefore pray this honorable court to accept this petition and said bond, and order the transfer of said suit to said circuit court of the United States for the eastern district of Arkansas.

CHARLES G. PEPER.
GEO. G. LATTA.

UNITED STATES OF AMERICA, *Eastern District of Arkansas:*

Charles G. Peper and Geo. G. Latta, being duly sworn, deposes and say: That they are the petitioners named in the above petition, and that they have each heard the same read and know the con-
147 tents thereof, and that the same is true of their knowledge.

CHARLES G. PEPER.
GEO. G. LATTA.

Subscribed and sworn to before me, this 31st day of Oct., 1881.

PLATT M. ROBBINS,
Notary Public.

Filed Oct. 31st, 1881.

J. H. LAW, *Clerk.*

Know all men by these presents, that we, Chas. G. Peper, as principal, and Jno. B. Roe and C. N. Rix, as security, are held and firmly bound unto Samuel W. Fordyce, assignee, &c., and Walter A. Moore in the penal sum of five hundred dollars; for the payment thereof, well and truly to be made unto the said Samuel W. Fordyce, as assignee, &c., and Walter A. Moore, their representatives, successors, and assigns, we bind ourselves, our heirs, representatives, and
148 assigns, firmly and severally, firmly by these presents.

Yet upon these conditions, the said Peper and Geo. G. Latta having petitioned the Garland circuit court, State of Arkansas, for the removal of a certain cause therein pending, where Samuel W. Fordyce, as assignee, and Walter A. Moore are plaintiffs, and said Peper, under the firm name of Charles G. Peper & Co., and Geo. G. Latta, as trustee, are defendants, to the circuit court of the United States in and for the eastern district of Arkansas.

Now, if the said Peper and Latta, your petitioners, shall enter to the said circuit court of the United States, on the first day of its next session, a copy of the record in said suit, and shall well and truly pay all costs that may be awarded by said circuit court of the
149 United States, if said court shall hold that said suit was wrongfully or improperly removed thereto, then this obligation to be void; otherwise, in full force and virtue.

Witness our hands and seals, this 31st day of October, 1881.

CHARLES G. PEPER. [SEAL.]
CHAS. N. RIX. [SEAL.]
JNO. B. ROE. [SEAL.]

STATE OF ARKANSAS, } ss:
County of Garland, }

I, John B. Roe and Charles N. Rix, of said county, the surety named in the foregoing bond, being duly sworn, deposes and says: That I am a resident of the State of Arkansas, and a property holder therein; that I am worth the sum of one thousand dollars over and above all my debts and liabilities and exclusive of property by law exempt from execution; that I have property in the State
150 of Arkansas liable to execution of the value of more than one thousand dollars.

JNO. B. ROE.
CHAS. N. RIX.

Subscribed in my presence and sworn to before me, this 31st day of October, 1881.

PLATT M. ROBBINS,
Notary Public.

STATE OF ARKANSAS, } ss:
County of Garland, }

I, J. H. Law, circuit clerk and *ex-officio* recorder of the county aforesaid, do hereby certify that the within and foregoing 944 pages contain a true and perfect transcript of the record and proceedings of the cause therein mentioned.

In testimony whereof, I have hereunto set my hand and affixed my official seal, this the 2nd day of November, 1881.

J. H. LAW,
Circuit Clerk.

151 Fees paid by def't Peper for transcript, $15.82.

J. H. LAW, *Clerk.*

(Endorsed:) Filed Nov. 14, 1881. Ralph L. Goodrich, clerk.

And on November 21st, 1881, as follows (D, page 394):

WALTER A. MOORE & SAMUEL W. FORDYCE, assignee,
v.
CHARLES G. PEPER and GEO. G. LATTA. } 451.

Come the defendants, by Wm. G. Whipple, Esq., their solicitor, and files herein their answer and also the affidavit of M. M. Cohn.

Which answer is as follows:

In the Circuit Court of the United States, in and for the Eastern District of Arkansas.

152 SAMUEL W. FORDYCE, Assignee, &c., and WALTER A. MOORE, Complainants,
vs.
CHARLES G. PEPER, Trading as Charles G. Peper & Co., and GEORGE G. LATTA, Trustee, Defendants.

The defendants, Charles G. Peper and George G. Latta, saving and reserving all benefit of exception to the manifold errors, uncertainties, and imperfections of the said complainants', Samuel W. Fordyce and Walter A. Moore's, bill of complaint herein for answer, thereto say:

That the only agreement the defendant Peper ever made with said Moore respecting the shipment and purchase of cotton was, in substance, that he would advance from time to time to said Moore
153 moneys, and that said Moore should ship to him at St. Louis a large amount of cotton, certainly as much as he, said Moore should ship him during the same period, to D. P. Rowland & Co., a cotton-house in St. Louis. And defendant denies that there was ever any agreement or understanding whatever; that he, said defendant, was to hold any portion of the cotton said Moore was to ship to him until the fall of 1881, or a single day or hour after this defendant should conclude to his discretion that it would be best to sell said cotton.

And defendant says that although said Moore agreed to commence

the shipment to him of cotton at once, upon the making of said agreement, yet, although by the 28th of September, 1880, defendant had so advanced to said Moore $7,271.51 in cash, yet not a
154 single bale of cotton did said Moore consign to him until November 12th, 1880, though in the meantime said Moore had shipped to said Rowland & Co. more than one hundred bales, as defendant is informed and believes.

And defendant states that said Moore is indebted to him as follows, upon and arising out of said transactions, viz: That on the 16th of June, 1881, there was and still is due him from said Moore, upon the notes and deeds of trust and mortgage described in said bill of complaint, the sum of $6,492.04, and on said date there was and still is due said defendant in addition thereto, from said Moore, upon account for moneys so advanced as aforesaid, and not reimbursed by the shipment of cotton or otherwise, the further sum of
155 $3,300.97, making a total sum thus due, Jan. 16th, 1881, of $9,793.01, with interest.

That the total advances made by defendant Moore are between July, 1880, and May 16th, 1881, $49,227.72, and the total number of bales received by defendant from said Moore therefor was 969.

And defendant avers that the fact that his firm name was merely nominal, and he himself was the only member of the firm, was all the time of said dealings as well known to said Moore as to this defendant; and defendant emphatically denies all allegations of fraudulent representations in that regard as set forth in said bill of complaint.

And defendant says that the statement in said bill of complaint contained, that defendant bound himself not to sell Moore's cotton until the fall of 1881, while he was under obligations to advance moneys on demand to Moore, and did advance $49,227.72, is
156 too absurd to be seriously considered.

And defendant acknowledges that said Moore and Fordyce, either jointly or severally, have seen fit to commence the various actions described in said bill of complaint, the same having been brought in the Garland circuit court, and all having been by this defendant removed to this court; that said suits are all for unliquidated damages.

That it is not true that said Moore has paid upon said notes $1,242, for which he has received no credit, but on the contrary, defendant avers that every dollar said Moore has paid, he has declared credit for.

And defendant says that the cotton of said Moore, sold prior to the 2nd of June, 1881, viz., 229 bales, as described in said bill of complaint, have been in the account and statement, as above herein given, duly credited to him, at the rate at which they
157 were sold, and he has the full benefit thereof.

And these defendants, for a further answer, say that on the 11th of June, 1881, the said Fordyce filed a bill in this court against these defendants, praying an injunction to restrain the sale of the same property the sale of which is sought in this suit to be enjoined; that the parties in the suits are substantially the same, said Moore,

as appears by the bill of complaint herein, having May 16th last assigned his property, including his equity of redemption to the lands and property covered by said deeds of trust and mortgage, to said Fordyce, and thereafter having no interest whatever therein, and no standing in court to enjoin the sale thereof.

That the averments of the two bills of complaint in the two cases are substantially the same, and the relief demanded
158 the same; in other words, the parties and issues are the same; that pending said case and after answer filed therein, these defendants and said Fordyce and said Moore entered into a written agreement on the 28th of September, 1881, a copy of which is hereby annexed, marked Exhibit "A," and hereby made a part hereof.

That by said agreement it was stipulated, in consideration of said Peper reducing his claim against said Moore arising on the account to $3,000, and paying $400 cost of suit, the claim of said Peper evidenced by said notes, deeds of trust, and mortgages should stand unabated, as appears on the face thereof, and that said suit should be dismissed at the plaintiffs' costs; and said Fordyce and said Moore therein agreed that no further suit to restrain said Latta or
159 said Peper in foreclosing said deeds of trust and mortgages under the powers of sale therein should be brought by either of them, or procured by either of them to be brought.

That in pursuance of said agreement this defendant Peper paid said $400 cash to the attorneys of said Fordyce and Moore, and thereupon said suit was formally dismissed by an entry in the record of this court of October 7th, 1881.

And these defendants therefore insist that said complainants are concluded by said agreement from maintaining or bringing this suit, and that they are estopped on record. And these defendants beg leave for greater certainty to refer to the files and records of this court in said suit, which was numbered 430 in the chancery docket.

And for further answer, defendants say that said suit
160 hereinbefore described, being substantially between the same parties and involving the same issues, was finally disposed of on the 7th of October, 1881, by an entry in the record of this court of that date, of which the following is a copy:

Title of Cause.

"Comes the complainant, by Murphy & Rector and Cohn & Cohn, his attorneys, and on their motion it was ordered that this cause be dismissed at plaintiffs' costs."

And these defendants therefore plead *res adjudicata*.

Wherefore these defendants, having fully answered said bill of complaint, pray that they may be hence dismissed, with their costs in this behalf wrongfully sustained.

GEORGE G. LATTA,
W. G. WHIPPLE,
Sol's for Def'ts.

161 J. H. Morgan, being duly sworn, says: That he is the agent of said Peper, and is familiar with all the facts stated in the foregoing answer, and that the statement- in the above answer made are true of his own knowledge, except as to those matters therein stated on information and belief, and as to those matters he believes them to be true.

J. H. MORGAN.

Subscribed and sworn to before me, this 21st of November, 1881.

[SEAL.] GEO. W. WILLIAMS,
Notary Public.

EXHIBIT "A."

These presents witness, That whereas George G. Latta of Hot Springs, Arkansas, for the interest of C. G. Peper & Co., of St. Louis, has advertised for sale certain property belonging to Walter A.
162 Moore, of said Hot Springs, conveyed to him by said Moore in trust to secure any then existing indebtedness by notes of hand of said Moore which might be then due to said Peper & Co., said notes being referred to in said deeds of trust or mortgages; and whereas, in addition to said notes, said Peper & Co. asserted a claim and account for a sum in excess of what they were entitled to claim, according to the view of said Moore and his assignee, S. W. Fordyce; and whereas, to ascertain the true indebtedness due said Peper & Co., the said Fordyce, as said Moore's assignee, for the benefit of his creditors, instituted suit in the United States circuit court for the eastern district of Arkansas to restrain said sale and for the redemption of the property mentioned in said deeds upon the actual indebtedness being ascertained against said Peper & Co., and also said Latta, as
163 trustee, in which suit a restraining order has been granted to stay said sale until said amount could be ascertained and sufficient time had expired to redeem said property; and whereas now, in consideration of the premises and the testimony in said case, and the demands of said assignee and said Moore in this regard, said Peper & Co. pay the costs of said proceedings in said court at the delivery of these presents, as verbally agreed, concede that no damages have accrued to them or said Latta in consequence of said suit, and reduce their claim and account as aforesaid to the sum of three thousand dollars, to date from this date: Now, therefore, in consideration of said facts, said Fordyce and said assignee agrees to dismiss said suit at his cost; and he and the said Moore agree that no further suit to restrain said Latta or said Peper & Co. in
164 foreclosing said deeds of trust and mortgages, under power of sale or otherwise, shall be bought by either of them, nor shall they procure any other person to do the same for their interest; but nothing herein contained is to affect any claim or demand which either the said Fordyce, as said assignee, or the said Moore may have against said Peper & Co. for damages on account of any attachment and garnishment suits against said Moore and parties indebted to him, brought by or in behalf of said Peper & Co., in the Garland circuit court, or in any court of Arkansas, it being under-

stood that nothing herein contained shall be regarded as an admission on the part of said Peper & Co., or any liability on their part arising out of said attachment.

S. W. FORDYCE,
W. A. MOORE,
By COHN & COHN, *Their Attorneys.*
GEORGE G. LATTA AND
165 CHARLES G. PEPER & CO.,
By W. G. WHIPPLE, *Att'y.*

Filed Nov. 21, 1881.

RALPH L. GOODRICH, *Clerk.*

And on June 16, 1882, a cross-bill was filed, which is as follows:

Cross-Bill.

In the Circuit Court of the United States, Eastern District of Arkansas.

CHARLES G. PEPER & Co. and GEORGE G. LATTA, Complainats,
versus
WALTER A. MOORE and S. W. FORDYCE, Defendants.

And now comes the said Charles G. Peper, who — sued herein as Charles G. Peper & Co, the Co. being nominal, and George G. Latta, the defendants in the original bill of complaint filed herein, and which have been consolidated, and by way of cross-bill file this
166 their pleading against the said S. W. Fordyce and Walter A. Moore, the complainants in said consolidated suit, and say that the true state of the account between said Charles G. Peper & Co. and said Moore, as on the 16th day of June, 1881, as follows, to wit: That the total amounts of the debts against said Moore, and in favor of said Peper & Co., arising out of all the transactions embraced in said bills of complaint, or in the answers heretofore filed herein, or in any and all transactions ever had between said Moore and said Peper & Co., whether secured by notes or deeds of trust or mortgages, or resting in unsecured open account, or otherwise, was, on the 16th of June, 1881, $49,227.72. That said last-mentioned amount consists wholly of the debits for sums of money advanced by said Peper & Co. to said Moore before the commencement of this suit, and the lawful interest thereon. That the total
167 amount of the credits due said Moore from said Peper & Co. upon, from, and arising on said transactions, was on the 16th of June, 1881, $39,434.71. That the balance due said Peper & Co. from said Moore on the 16th of June, 1881, was the sum of $9,793.01; of which the sum of $3,300.97 was so due said Peper & Co. from said Moore, as aforesaid, upon open account, unsecured, and the further sum of $6,492.04 was due upon notes and deeds of trust and mortgages, as will hereafter more fully appear.

That there has been no change in the state of said account, and of the said balance thereof, since the said 16th day of June, except the accruing of lawful interest thereon.

That the true state of said account in detail will more fully and at large appear from the answers of these complainants, as defendants in the original suits heretofore brought and herein consolidated, and especially from the said answer of these complainants filed herein August 10th, 1881, and Exhibit "A," thereto attached.

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And these complainants, by way of cross-bill, further aver that on the 10th day of January, 1881, in order to secure a portion of said indebtedness due and then due and owing from said Moore to said Peper & Co., the said Moore made, executed, and delivered to said Peper & Co. his certain three promissory notes for the sum of $2,433.46 each, for the times, and bearing interest, as set forth in said defendant's original bill of complaint, herein filed November 14, 1881, and also in part security for said indebtedness, on the 13th of January, 1881, said Moore made, executed, and delivered to said Peper & Co. his further promissory note for $100.00, payable September 1st, 1881, fixed; that no part of said notes, either principal or interest, has been paid, except as follows, to wit: January 13th, 1881, the sum of $686.10, and on the same day the further sum of $56.00; and on May 1st, 1881, the further sum of $325.00 was duly paid and credited on said note for $2,433.46, which was first due, viz., in 90 days from date; and the sum of $107.00, and the further sum of $22.00, were, on June 25th, 1881, credited on said $100.00 note; that on the 16th of June, 1881, there was remaining due and unpaid on said four notes a balance of $6,492.04, and that the same still remains due and unpaid, with interest added; that to secure said first three notes for $2,433.46 each, said Moore made, executed, and delivered to this complainant, Latta, as trustee, the two deeds of trust upon which the lands, as described in said original bill of complaint herein, dated January 10th, 1881,

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copies of which deeds of trust are attached thereto, marked Exhibits "A," "B," of which deeds of trust said Latta is now, as such trustee, the lawful owner and holder.

And these complainants, by way of cross-bill, further aver that to further secure said there last-mentioned notes, said Moore made, executed, and delivered to said Peper & Co., on the 10th day of January, 1881, the chattel mortgage upon the household estate and property, as described in said original bill of complaint filed herein, a copy of which chattel mortgage is annexed to said bill of complaint, marked Exhibit "C."

That said Peper & Co. are now the lawful owners and holders of said chattel mortgage.

That to secure the payment of said note for $100.00, said Moore, on the 13th of January, 1881, duly made, executed, and delivered to said Latta, as trustee, the deed of trust of said date, a copy

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of which is annexed, as Exhibit "D," to said bill of complaint; that said Latta is now the lawful owner and holder of the same.

Wherefore, the premises being seen, these complainants in this cross-bill pray that an accounting may be had before the master of this court under the orders of this court, and that said master may

be directed to take and report the said account between the said respective parties thereto, and that on the coming in of said report of said master, this court, on the final hearing of this cause, will ascertain and decree the amount due these complainants, as aforesaid.

That this court will order and decree the foreclosure of the equity of redemption of said Moore in the lands described in the said deeds of trust and chattel mortgage; and will after a short day to be
172 named, on failure to pay the amount which the court shall find due on said notes, and secured by said deeds, direct the sale of the premises and property conveyed in and by said deeds, by the master of this court, after due advertisement after the practice of this court, and the proceeds applied towards the payment of the said amounts so found due, and the cost of this proceeding, and for due process of subpœna to bring in said defendant to this cross-bill, and for such other and further relief as to this court may seem meet, and to justice and equity may appertain.

GEO. G. LATTA,
In Person.
W. G. WHIPPLE,
Sol. for Compl'ts.

Charles G. Peper, being duly sworn, says: That the statements in the foregoing cross-bill made are true, except as to those matters therein stated on information and belief, and that as to those matters he believes them to be true.

173 Subscribed and sworn to before me, this — day of ——, 1882.

——— ———.

Endorsed: Filed June 16, 1882. Ralph L. Goodrich, clerk.

And on July 3, 1882, as follows (D, page 544):

WALTER A. MOORE and SAM'L W. FORDYCE
vs.
CHARLES G. PEPER *et al.*

Come the complainants, by Murphy and Kimball, their solicitors, and file herein their answer to the cross-bill.

Which answer to cross-bill is as follows:

In the Circuit Court of the United States, Eastern District of Arkansas.

WALTER A. MOORE and SAMUEL W. FORDYCE, Plaintiffs,
against
174 CHARLES G. PEPER & Co. and GEORGE G. LATTA, Defendants.

The plaintiffs, Samuel W. Fordyce and Walter A. Moore, in reply to the cross-complaint of defendants filed herein, say:

That the statements thereof, to the effect that the defendant Peper, prior to the 16th day of June, 1881, made to plaintiff Moore advances of money to the sum, including interest, of $49,227.72; that said

plaintiff is entitled, as credits against the same, no more than $39,437.72; that there was then, or is now, due said defendant from said plaintiff a balance of $9,743.01 ($3,300.97 on open account & $6,492.04 on notes, deeds of trust, and mortgages), are untrue; that the statements of said cross-complaint, that plaintiff Moore, on the 10th day of January, 1881, to secure a portion of "said indebtedness," then due from him to said defendant, executed and delivered to said defendant three promissory notes for $2,433.46 each,
175 and that he afterwards, in part security for said indebtedness, on the 13th day of January, 1881, executed and delivered his further promissory note to said defendant for $100.00, so far as they assert or intimate that these sums were then due or fixed upon to be paid absolutely, are untrue.

Plaintiffs say, as stated in their complaint, that said defendant Peper, by promising and agreeing with Moore to hold such cotton as he would ship or consign him until the same would command a high price, even until the fall opening of the market in the fall of 1882, and would in no case sell the same upon a low market unless plaintiff should order it done, and would in the mean time furnish him with all the money he might require for the carrying on of his business or the purchase of cotton, induced said plaintiff to enter into said transactions with him; that on and immediately
176 prior to the 10th day of January, 1881, said defendant, who as well as said plaintiff had, up to that time, been greatly disappointed as to the price of cotton during the season, urged upon said plaintiff the justice of his securing his firm, Peper & Co., for an estimated balance of what might and probably would become or be due them on account of previous advances to him, saying that if cotton continued down in price their advances would be found to be in excess of what the cotton would bring, and by repeating and renewing his promises to make advances and hold the cotton received from him, plaintiff, as above stated, induced him to execute and deliver said three promissory notes for $2,433.46 as the largest sum that could or would possibly be found, on sale of the cotton of said plaintiff then in defendant's hands, to be due said defendant; that afterwards, on the 13 of January, 1881, said plaintiff executed and delivered the $100.00 note to indemnify said defendant against loss by
177 reason of the payment of a like sum, which he said he would have to pay the United States in order to perfect to some of the property which plaintiff had conveyed by trust deed and mortgage for his benefit; that said notes, deeds of trust, and mortgages were so executed and delivered at the request of defendant to secure against possible loss, and not in satisfaction or to secure a demand absolutely due, and to cause said defendant to make further advances and hold the cotton he would in future consign until it could be sold for a good price, and until the opening of the fall market, 1882, unless said plaintiff should direct sale earlier.

But that for these stipulations said plaintiff would have consigned the defendant no cotton, and would have sold on such market as he could get without waiting for a rise in price, well knowing
178 that it was bad policy to hold cotton on so uncertain a market

as then existed, unless he was able financially to hold it for a long time; that said defendant, after causing and inducing plaintiff by these means and promises to consign him large quantities of cotton, notified plaintiff that unless he would pay him $8,000.00 more he would sell said cotton on the market, which was then low; that plaintiffs protested against this, but defendant afterwards reported to plaintiff that he had sold said cotton on the 2nd of June, 1881, at 9 to 9⅛ cents per pound, and made up the statement of the credits due plaintiff accordingly, when in truth he had, in February preceding, without the knowledge of plaintiff, sold 229 bales of said cotton at 11⅛ cents per pound, and when in truth he had merely transferred the remainder of said cotton to himself without selling it, and that plaintiff cannot state at what price defendant did
179 afterwards sell said cotton, but they charge that it was largely in excess of the price so reported; and plaintiff further say that if defendant had observed his agreement with plaintiff Moore as to the sale of said cotton it would have brought from 11 to 12½ cents per pound, and more than enough to pay all that said defendant demands against plaintiff, and that in truth said plaintiff owes defendant nothing, but that said notes are satisfied and ought to be so held, together with said open account, and that defendant is largely, upon a just and correct accounting, indebted to said plaintiff in the sum of $1,500.

Whereupon he asks that the court decree that said Peper bring into court to be cancelled and held for naught all of said notes, mortgages, and deeds of trust, and that they have and recover of said Peper the said sum of $1,500, money by him sued to pl'ff's use.

MURPHY & KIMBALL,
For Plaintiffs.

180 Walter A. Moore states that the matters and things stated and set forth in the foregoing reply are true.

WALTER A. MOORE.

Subscribed and sworn to before me, this 28th day of June, 1882.

[SEAL.] JAS. G. ALLEN,
Notary Public.

Endorsed: Filed July 3, 1882. Ralph S. Goodrich, clerk, by W. P. Field, D. C.

And on July 10th, 1882, was filed answer to cross-bill, which is as follows:

Answer to Cross-Bill.

In the Circuit Court of the United States for the Eastern District of Arkansas.

FORDYCE *et al.* *vs.* PEPER *et al.* } In Equity.

The complainants deny that on the 16th day of June,
181 1881, or at any other time, that said Moore was indebted to said

C. P. Peper & Co. in the sum of $6,492.04, or any other sum on said notes, and that they aver the truth to be that said Moore has consigned to said Peper & Co. cotton more than enough to satisfy the amount aforesaid, which cotton said Peper & Co. have long since sold and converted to their own use, and said Moore is in nowise indebted to said Peper & Co. for an amount of said notes in any sum whatever, but the same have been fully satisfied and paid, and they deny that at said time, or at any other time, said Moore was indebted to said C. G. Peper & Co. on open account, or in any other manner, in the sum of $3,300.97, or any other sum, but said open account has been fully and wholly paid as cotton shipped to them by said Moore, and by them sold and converted to their own use.

And they further aver that on the 16th day of May, 1881,
182,183 when the complainant Moore made an assignment to the complainant Fordyce, said Charles G. Peper & Co. were then were indebted, on open account, in the sum of over $1,000, and said claim was among the assets then assigned by Moore to Fordyce, and set forth in the said assignment, being the extenuated profits on 862 bales of cotton consigned theretofore by said Moore, and then in the hands of said Peper & Co.

And they deny that said complainants, or either of them, made and entered into, or even confirmed the alleged agreement of September 28, 1881, whereby a former suit by said Fordyce against these defendants was dismissed in this court; they deny that they, or either of them, ever compromised, or agreed to compromise, any claim or demand whatever with said defendants for $3,000, or for any
184 other sums, and they deny that said defendants paid them, or either of them, $400, or any sum as averred; and they deny that they, or either of them, have agreed that said notes and deeds of trust or mortgages were valid, and that they would stand, and that no suit would be brought to enjoin their collection, or to prevent the sale of said lands; and they deny that their attorneys, Murphy and Rector, ever dismissed, or ageed to dismiss, said suit; and they aver that it was dismissed without their knowledge or consent and without the knowledge or consent of their said attorneys; and they aver that Messrs. Cohn & Cohn had no authority, rights, or employment to compromise said claim or to dismiss said suit, or to make said agreement of September 28, 1881, and that their action in the premises was wholly unauthorized and without the
185 knowledge, consent or approval of the complainants, or either of them, and that they are not bound in any manner by said agreement, but wholly repudiate the same.

RECTOR & MURPHY, KIMBALL,
Solicitors for Complainants.

I, C. G. Convers, being duly sworn, say: I am the agent of said Fordyce, who is now absent from this county, and that the matters and things set forth in this response are true, as I verily believe.

C. G. CONVERS.

Subscribed and sworn to before me Dec. 6th, 1881.

RALPH L. GOODRICH, *Clerk*,
By W. P. FIELD, *D. C.*

Endorsed: Filed July 10, '82. Ralph L. Goodrich, clerk.

And also replication to answer to cross-bill.

In the Circuit Court of the United States for the Eastern District of Arkansas.

186 W. A. MOORE and S. W. FORDYCE, Complainants and Def'ts in Cross-Bill,
vs.
GEORGE G. LATTA and CHARLES G. PEPER & Co., Defendants and Complainants in Cross-Bill. } In Equity.

The replication of C. G. Latta and Charles G. Peper & Co., the above-named defendants and complainants, in the cross-bill filed herein, to the answer of the said complainants, W. A. Moore and S. W. Fordyce, and defendants in said cross-bill to their answer to the said cross-bill.

These repliants saving and reserving unto themselves now, and at all times hereafter all and all manner of benefit and advantage of exception which may be had or taken to the manifold insufficiencies of the said answer for replication thereunto, say that they will aver, maintain, and prove their said bill of complaint to be true, certain, and sufficient in law to be answered unto, and that the said
187 answer of the said defendants is uncertain, untrue, and insufficient to be replied unto by these repliants without this, that any other matter or thing in the said answer contained material or effectual in the law to be replied unto, and not herein and hereby well and sufficiently replied unto, confessed, or avoided, traversed or denied, is true.

All which matters and things the repliants are and will be ready to aver, maintain, aver and prove, as this honorable court shall direct, and humbly pray, as in and by their said bill they had already prayed.

G. G. LATTA in Person, and
W. G. WHIPPLE,
Sol'rs for Complainants in Cross-Bill.

Endorsed: Filed July 10, 1882. Ralph L. Goodrich, clerk.

188 The following depositions were read on the final hearing of the cause:

In the Circuit Court of the United States for the Eastern District of Arkansas.

WALTER A. MOORE and S. W. FORDYCE,
vs.
CHARLES G. PEPER & Co. } In Equity. No. 451.

It is agreed that the deposition of Dryden P. Austin may be taken

on the part of the complainants,to be used in evidence in said case, at the office of W. G. Whipple, Esq., by Geo. W. Williams, Esq., notary public, all at Little Rock, Pulaski county, all without affirm notice & time, waiver respectively, objections to competency and nationality.

Deposition of Dryden P. Austin.

My name is Dryden P. Austin; reside in St. Louis, Mo.;
189 aged 36 years; I have been since the 15th of February, 1870, employed as collecting agent for Dodd, Brown & Co. About the 6th or 7th of Jan., 1881, I arrived at Hot Springs, Ark. I represented Dodd, Brown & Co. and Horace Stone & Co. in the Moore matter, both of whom had claims against Moore; Dodd, Brown & Co. claim about $2,800.00; Horace Stone & Co., about $1,460.00. When I arrived there I found other creditors of Moore there, by agents, with their claims. I know Charles G. Peper, and the 1st time I met him was in Hot Springs, in Jan., '81. I got security from Dodd, Brown & Co. & (Horace Stone & Co.) P. J. Willis & Co., of Boston, whose claim was about $1,400.00; and Meyer Bros. & Co., of St. Louis, about $500.00; and Schwab & Co., about $800.00. The security was by deed of trust on the Gum Spring and Whittington avenue property. The above claims were all payable at 30,
190 sixty, ninety, and one hundred and twenty days from the 10th of January, 1881.

About the 8th of Jan., 1881, Mr. Morgan, myself, Mr. Peper, and Mr. Moore, and Bruon, and the agent of Willis, whose name I do not know, were present in my or Peper's room in the Arlington Hotel at Hot Springs, but I think at Peper's room. Mr. Peper said that Moore owed him money, and that he (Peper) did not come to destroy him, but to assist him out of his difficulty. Mr. Peper agreed in that room to advance $2,500 to Moore at that time, and further agreed to hold all his cotton which he then had on hand until such time as Mr. Moore might direct the sale of said cotton, anticipating a rise in the price of cotton; he also agreed, at this meeting of the pressing creditors represented, what exten-
191 sions we should give, and what securities we should each. Mr. Peper agreed to the arrangement, and also what security he was to accept.

But on the 10th day of Jan., 1881, when we came to close the agreement by the papers and notes, Mr. Peper compelled Mr. W. A. Moore to give him a second deed of trust on the property on which other creditors who I represented had security, to which I objected, which was contrary and not in accordance with the agreement made with Peper, Moore and myself on the day previous, and was an additional security to Peper to what it was agreed he should have, as he held a deed of trust on other real estate.

He also compelled him (by saying compelled I mean insisted) to assign insurance policy on stock to the value of $15,000.00, to which I also objected. I finally consented to his having the secur-
192 ity; he agreeing, saying that he intended and would advance to said Moore such amounts of money as was necessary to

carry Moore through the season, until the following fall season, and that he expected and intended to advance to said Moore money and supplies to the amount of $12,000.00 or $15,000.00 from that time until the next season, as occasion might require. At the time of this last conversation my impression is that we were in Latta or Moore's office. Moore, Peper, Morgan, and myself were present if at Latta's; Latta in addition was present. When I say agreed I mean Peper said he would do so, and so at the time Peper took the security from Moore, viz., on the 10th of January, '81, Peper did not know what amount in money Moore at that time owed him; that the cotton held by Peper from Moore was unsold, but
193 they made an estimate of what money they advanced at that time, and for that and for the money which Peper then supposed Moore owed him, they made out the notes.

But the notes did not at that time represent, according to Peper's statement under the existing circumstances, a correct or accurate amount of what said Moore might owe him. Peper said he was not particular about the time when the notes should become due, but he said some time must be specified, and if Moore was unable to pay he would carry him over until fall, with the understanding that Peper would assist Moore and give him time. I agreed — would extend the first two notes of Dodd, Brown & Co., 30 and 60 days, provided Moore paid my other parties when their claims fell due. Peper agreed to hold the cotton until Moore should order him to sell, believing there would be a rise in cotton. Peper said
194 in reference to the notes and what money he might advance to Moore, Moore having given us all such good security, that he would wait on Moore till the next fall, Peper.

Cross-examination:

To the best of my knowledge Major John Morgan was present at all the conversations I have just detailed. There was an uncertainty at the time as to the amount due from Moore to Peper, besides the fact that the cotton Peper held was unsold. In that there were sales of cotton unreported in regard to interest, storage, and other matters. A close approximation could not be made of the value of the cotton. Peper advanced $2,500.00, and think the notes for the whole were for $7,300.00. They arrived at the amount due by taking a statement which Peper had against Moore, basing a valuation on the cotton unsold, together with the money advanced at that
195 time. I do not know at what valuation the cotton was placed exactly, but think it was about $35.00 per bale.

Q. Did not Peper and Moore, so far as you know, make a *bona fide* effort in this settlement to arrive at the true indebtedness of Moore to Peper?

A. They did not.

Q. What reason have you for so stating? Please state fully.

A. For the simple reason that Peper took notes not representing an actual value, and Moore gave those notes with the representation that he, Peper, would in the future carry him in respect to these

notes, and also advance to him such moneys as he, Moore, might need until the following fall.

Q. Do you mean to say that Moore did not owe Peper at the time of this settlement the full amount of these notes?

196 Ans. I do.

Q. Do you know what the amount of the indebtedness at that time was?

Ans. I did not; neither did Moore nor Peper.

Q. How did they arrive at the figures $7,300, or such a matter, in the settlement?

Ans. I do not know.

Q. Did Peper and Moore endeavor to arrive at the true indebtedness of Moore to Peper?

Ans. I do not think they did at that time.

Q. Do you know how this is?

Ans. Yes.

Q. Why did they estimate the cotton at $35.00 a bale, or at all?

Ans. I do not know. He was advancing to all commission men at that time at $35.00 per bale.

197 Q. Did not they put an estimate on the cotton which Peper held so as to be able — estimate the amount of credit due Moore, and thus fix the balance due Peper; and was not that balance estimated at about $5,000.00?

Ans. They put an estimate on the cotton at about the valuation above mentioned; but in their account there was a dispute at that time, and the account for which the notes were taken was unknown to either party.

Q. Was not the state of account between Moore and Peper as well known to them as it is in the ordinary case of a cotton broker's account for advances when the cotton he holds is unsold?

Ans. No.

Q. Why not? State particularly.

Ans. They did not present as intelligent and itemized acc't as I am accustomed to see in a case of that kind.

Q. Is that your full answer?

198 Ans. Yes.

Q. You stated a moment ago that there was a dispute in the account at the time; do you mean by this that Peper discussed the items in the accounts between them?

Ans. I presume they did.

Q. What do you mean, then, by saying that they did not make a *bona fide* endeavor to arrive at the true indebtedness?

Ans. Simply that it was an agreement or compromise between the parties to take the notes for the amounts they were given for.

Q. Can you say that those notes given to Peper were for a greater amount than Moore owed Peper after $2,500.00 was advanced?

Ans. I do not know that they were.

Q. Did Peper agree to hold Moore's cotton for any definite length of time?

Ans. He did; viz., until he ordered him to sell it.

Q. Has your house settled with Moore?

199 Ans. We have sold our paper to Simon Schutise, of Hot Springs.

Q. Did you take any memorandum of these conversations to which you have certified?

Ans. No.

Redirect:

The exact amount due from Moore to Peper was not known at the time, but was left for future adjustment; such is the case with all brokers in general.

The amount for which the notes were taken by Peper were all an estimated amount. They were not a finality, but a supposed amount; they might have been more and might have been less.

By compromising, I mean they put that down so as to have a sum to bill the notes.

DRYDEN P. AUSTIN.

PULASKI CO.:

200 I hereby certify that, by consent of the parties to the foregoing suit, at the office of W. G. Whipple, Esq., Little Rock., Ark., on April 24, 1882, said Dryden P. Austin was by me duly sworn to state the truth, the whole truth, and nothing but the truth in said cause; and in the presence of W. G. Whipple, Esq., counsel for defendant, and of E. W. Kimball, Esq., counsel for the complainants, he gave, under oath, the foregoing deposition in said case, which was written down by me in his presence, and by him read and signed in my presence.

Witness my hand and seal, this 24th day of April, 1882.

[SEAL.] GEORGE W. WILLIAMS,
Notary Public.

Costs of taking depositions, $2.00. Paid by plaintiff.

Endorsed: Filed April 25, 1882. Ralph L. Goodrich, clerk.

201 *Contract between Dodd, Brown & Co. and Walter A. Moore.*

This agreement, made and entered into on this 10 day of Jan., 1881, by and between Dodd, Brown & Co., of the city of St. Louis, Mo., and Walter A. Moore, of the county of Garland, State of Arkansas, witnesseth: That whereupon W. A. Moore has executed a deed of trust to Geo. G. Latta, for the use and benefit of said Dodd, Brown & Co., and said deed of trust secures the payment of four notes, each for the sum of $783.05, due and payable thirty, sixty, ninety, and one hundred and twenty days from the 10 day of Jan., 1881: now, therefore, Dodd, Brown & Co., in consideration that the said W. A. Moore does promptly pay at maturity the thirty and sixty day notes mentioned in said deed of trust, and given to P. J. Willis & Co., Schwab & Co., Myer Bros., all of this date, do obligate and bind our-

202 selves that in case an application is made by the said Walter A. Moore for an extension on the first two notes due and payable thirty and sixty days as aforesaid, that we will grant to the said Walter A. Moore an extension of thirty days on each of said notes,

due thirty and sixty days as aforesaid, and that we will direct the said Geo. G. Latta, as said trustee, to refrain from enforcing said trust as far as said two notes of thirty and sixty days are concerned; and should said Walter A. Moore fail to pay said two notes when due, given this day to P. J. Willis, Schwab & Co., Meyer Bros., already mentioned in this contract and said deed of trust, and due thirty and sixty days, then this agreement is void and of no effect; otherwise to remain in full force and effect.

[SEAL.] DODD, BROWN & CO.,
By AUSTIN.

Jan. 10, 1881, Hot Springs, Ark.

203 UNITED STATES OF AMERICA,
Eastern District of Missouri, City of St. Louis:

Be it remembered that on this 12th day of July, 1882, I., L. L. Walbridge, a notary public within and for the State and city aforesaid, and duly commissioned and qualified under the laws of the United States to take depositions for use in the circuit court of the United States, did call and cause to be and personally appear before me, at the office of Charles Peper & Co., No. —— Walnut street, in the city of St. Louis, in the said eastern district and State aforesaid, Oscar C. Mackwitz, to testify and the truth to say on the part and behalf of the complainant in a certain suit or matter of controversy now depending and undertermined in the circuit court of the United States for the district of Arkansas, wherein S. W. Fordyce is
204 complainant and Charles G. Peper & Co. *et al.* are defendants; and the said OSCAR C. MACKWITZ, of sound mind, having been my me first carefully examined, cautioned, and sworn to testify the truth, the whole truth, and nothing but the truth touching the matter in controversy, did thereupon depose, testify, and say as follows:

Direct examination by Mr. KIMBALL:

1 Q. How old are you?
A. Nearly 20 years.
2 Q. You reside in St. Louis?
A. Yes, sir.
3 Q. What is your business?
A. I am in a wholesale grocery house as clerk of Derby, Day & Co.
4 Q. Do you know Charles G. Peper?
A. I do; I used to work for him.
5 Q. About when did you begin to work for him?
A. On the first of September, 1880.
6 Q. How long did you remain in his employ?
A. I stayed between July 9th and 16th, 1881.
7 Q. In what capacity were you at work there?
205 A. As clerk.
8 Q. Do you know of W. A. Moore, of Hot Springs, shipping his cotton?
A. I do.
9 Q. Do you know that Mr. Peper sold any of that cotton?

A. I do; yes, sir.

10 Q. When first?

A. He sold first February 12th, 1881.

11 Q. How many bales?

A. 256, of which 27 were rejected.

12 Q. Before that had he sold a few small lots that you know of?

A. Not that I remember.

13 Q. Do you know to whom he sold these 256 bales?

A. To a firm named Arthwine Brothers, 24 South Commercial street.

14 Q. Did Peper say anything to you about that sale?

A. He did; yes, sir.

15 Q. What did he tell you about it?

A. He said that I should not go and tell anybody that the cotton was sold.

16 Q. Did he say why?

206 A. He didn't state his reason why at the time.

17 Q. He simply told you not to tell anybody it was sold?

A. Yes, sir.

18 Q. Do you know why he told you that?

Mr. LUBKE: State of your own knowledge, not what you guess or think.

A. Well, just what I know, simply because he had no instructions of W. A. Moore to sell it.

19 Q. Did he say anything to you at any time further about it?

A. No; nothing at all.

20 Q. Do you know whether that sale was carried on his books or not?

A. It was carried to the cotton account of his books.

21 Q. Was it carried to Moore's account?

A. It was not carried to Moore's account that I know of. All account sales are made out in the name of "cotton account." That is the heading in the ledger.

22 Q. Did you know when next he sold any of Moore's cotton?

207 A. Not that I remember; not until Moore failed. After he failed it was all sold then.

23 Q. Do you know who it was sold to?

A. To Adolphus Meier & Co.

24 Q. Do you know how many bales were sold to them?

A. I do not. That's the time I stopped there.

25 Q. Do you know how much it was sold for to them?

A. I don't remember.

26 Q. Do you know whether Adolphus Meier & Co. removed the cotton from Peper's warehouse that was sold to them by him, of Moore, sold by Peper to them?

A. I don't know whether they did or not. I know the cotton was weighed, and that's all I remember about it. I don't know whether it was removed or not.

27 Q. Now, at any time did Peper tell you anything about his

arrangement with Moore as to when he was to sell Moore's cotton, or how long he was to hold it, or anything of the sort?

208 A. Well, he had instructions to hold Moore's cotton; he had instructions from Moore, and he did hold it, and wrote us several times. On March 14th, 1881, he wrote him a letter requesting him to sell the cotton.

Mr. LUBKE: Who wrote the letter?

A. Either to Mr. Lipphardt or to Peper personally.

(Counsel for the defendant objects to the witness stating the contents of any letter.)

28 Q. When Peper told you not to tell anybody about this sale in February, did he name any person to whom you should not tell it?

A. That I should not tell it to anybody; to keep it to myself.

29 Q. Did he name any person in particular?

A. No person outside of the office.

30 Q. Anybody in the office?

A. Well, there were three in the office, Mr. Lippehardt, Peper, and myself.

31 Q. What I wish to get at is whether he mentioned Cap-

209 tain Morgan's name in this connection?

A. Well, none particular.

32 Q. Do you know how long a time Peper was to hold Moore's cotton of that year's shipment?

A. Until Moore gave Peper instructions to sell it.

Cross-examination by Mr. LUBKE, counsel for the respondents:

1 X Q. Mr. Mackwitz, you say that Peper was to hold the cotton until Moore instructed him to sell it?

A. Yes, sir.

2 X Q. How do you know that?

A. From letters that I have seen at the office.

3 X Q. Do you know that only from the letters?

A. From the letters of Moore personally.

(Counsel for Peper and Latta objects to the answer of the witness, because the same is founded on written testimony, and the best evidence should be produced.)

4 X Q. You have seen Mr. Moore, have you?

210 A. No, sir.

5 X Q. You don't know yourself at all what agreement there was between Peper and Moore?

A. I do not.

6 X Q. Did Peper ever tell you that he had no authority to sell that cotton?

A. Yes, sir; to my knowledge he did.

7 X Q. He told you he had no authority to sell the cotton?

A. He did not. I seen the telegram there requesting him not to sell it, and it was sold.

8 X Q. But I ask did Peper tell you he had no authority to sell it?

A. He did not.

9 X Q. Then, when you undertake to say that Peper was to hold this cotton until Moore ordered him to sell it, you found your answer upon telegrams and letters?

A. I do; yes, sir.

10 X Q. And that is the only reason you have for saying that Peper was to hold the cotton?

A. Yes, sir.

11 X Q. Namely, because you think the letters and telegrams said so?

211 A. And from what I heard in the office.

12 X Q. What you heard from whom?

A. Peper and Mr. Lipphardt.

13 X Q. What did they say?

A. I was employed in the cotton-room, and as soon as Moore's sample came in, my instructions were to wrap up every sample and put it aside, which was a sure sign the cotton was to be held.

14 X Q. Did you ever hear either Lipphardt or Peper say that Peper had no authority to sell the cotton?

A. I did not.

15 X Q. What salary were you getting down there?

A. I started in at $2.50 a week; when this occurred I was getting $5.

16 X Q. And you had how much when this occurred?

A. I had $5.00 a week.

17 X Q. You run as messenger boy in the office, didn't you?

A. Yes, sir.

18 X Q. Lipphardt was book-keeper and cashier?

A. Yes, sir.

212 19 X Q. And Peper was the only other person engaged in the active business?

A. Yes, sir.

20 X Q. That is to say, the business there was attended to by Peper and Lipphardt, with you as an office boy?

A, Yes, sir.

21 X Q. The first lot was sold in February, 256 bales, 27 of which were rejected?

A. Yes, sir.

22 X Q. You say they were placed to Peper's cotton account?

A. They were.

23 X Q. How do you know that?

A. From seeing it entered in the books.

24 X Q. You say that because they told you to put the samples to one side, and that was to you a sure sign that the cotton was to be sold?

A. Yes, sir.

25 X Q. How long was it to be held?

A. Until Moore gave Peper instructions to sell it.

26 X Q. This is the sign you go by?

A. Yes, sir.

27 X Q. Because you were told, you being an office boy, to
213 put the samples to one side, that that meant that Peper could not sell that cotton until Moore told him to; is that it?
A. And from what I seen in the letters.
28 X Q. Did you know Mr. Vaudry there?
A. I did.
29 X Q. What was his business?
A. To class the cotton.
30 X Q. He was not employed in the office?
A. Not in the office at all.
31 X Q. He was simply sent for to class the cotton when it came in?
A. Yes, sir.
32 X Q. That being his business?
A. Yes, sir.
33 X Q. He was not a regular employee?
A. No, sir.
34 X Q. But was paid by the job whenever he did it?
A. Yes, sir.
35 X Q. So much for classing a lot?
A. Yes, sir.
36 X Q. Did Vaudry class the cotton and call it off to you?
A. Yes, sir.
37 X Q. Did you write down the class?
214 A. I did.
38 X Q. And the marks?
A. I did.
39 X Q. And the number of the bale?
A. I did.
40 X Q. Correctly?
A. I did.
41 X Q. You did not make any mistakes?
A. I did not.
42 X Q. You wrote it down as he called it off to you at the time?
A. Yes, sir.
43 X Q. Whenever he called out to you "middling," you wrote down "M."?
A. Yes, sir.
44 X Q. And "low middling" what did you write?
A. L. M.
45 X Q. You always wrote them down correctly?
A. I did.
46 X Q. To whom did you turn over your books?
A. I put it in the safe, and whenever any one wanted to look at it, Mr. Peper or Mr. Lipphardt, they could go and look at it in the safe all the time.
47 X Q. You laid the book in the safe?
215 A. Yes, sir.
48 X Q. Did you make out account sales?
A. I did not.
49 X Q. Who made out the account sales?

A. Mr. Lipphardt made them, and I figured them over.

50 X Q. Mr. Lipphardt made out the account?

A. Yes, sir.

51 X Q. He kept the books?

A. Yes, sir.

52 X Q. You didn't keep the books?

A. I did not.

53 X Q. When Lipphardt made out these accounts, that is, rendering the bills for cotton when sold, he took the class from the memorandum that you made in the books?

A. Yes, sir.

54 X Q. In response to the call made to you by Mr. Vandry when he was making the classification?

A. Yes, sir.

55 X Q. You say you know that before then the balance of the cotton was closed out to Meier & Co.?

A. As far as I remember

56 X Q. All sold; the balance to Meier & Co.?

216 A. Yes, sir.

57 X Q. How would Meier and Company get the cotton; by calling for the cotton notes?

A. By getting the cotton notes, and going to the warehouse and presenting them, they could get their cotton.

58 X Q. You had at the office the notes from the warehouse?

A. They were up at the Fourth National Bank

59 X Q. But you got them. and delivered the cotton notes to Meier & Co.?

A. Yes, sir.

60 X Q. But whether Meier got the cotton from the warehouse or not, you don't know?

A. I do not.

61 X Q. Meier & Co. have a cotton factory here, have they not?

A. Yes, sir.

62 X Q. They were not in the business of buying and selling cotton, were they?

A. Not that I know of, only what they bought for their own use.

63 X Q. What time was it the sale was made to Meier & Co.?

217 A. That's a thing I don't remember.

64 X Q. How long was it before you left?

A. It was about three or four weeks before I left.

65 X Q. That was an outright sale to Meier & Co., was it?

A. Not that I know of; I don't know if the cotton was ever delivered or not to Meier & Co.; I don't know even if they got the cotton notes.

66 X Q. Do you know whether they got any cotton notes?

A. Not that I know of.

67 X Q. Do you know whether Arthwine & Brothers got any cotton sold to them in February?

A. They did get cotton notes.

68 X Q. But whether Meier and Company got the cotton notes or not, you don't know?

A. I do not.

69 X Q. What time did you leave; the 9th of July?

A. Between the 9th and 16th; I don't remember the date.

70 X Q. Do you know at what figure the sale was to Meier & Co.?

A. I do not.

218 71 X-Q. You are unfriendly to Mr. Peper now, are you not?

A. Well, not that I know of.

72 X-Q. You wouldn't come up to his office this morning to give your deposition, would you?

A. Well, no.

73 X-Q. And therefore because you are unfriendly to him?

A. Not at all; because I had advice from somebody not to go down there.

74 X-Q. Your father advised you not to go to his office?

A. Yes, sir; but that's not a sign that I am unfriendly at all.

75 X-Q. You are right friendly with him, are you?

A. I don't know; I have no reason to be on the very best terms with him.

76 X-Q. You have not?

A. No.

Re-examination by Mr. KIMBALL:

1 Q. Why not?

A. The reasons are for myself; they are not allowed to be spoken here.

219 2 Q. But your unfriendly feeling is not such as to make you tell an untruth, is it?

A. No; not at all.

3 Q. Now, in regard to this account of the cotton in the book charged to Peper's cotton account, how came you to look in the book?

A. Well, you know a fellow that's in the office has to look in the books once in a while, hasn't he, to see what's going on?

4 Q. How came you to look at this particular account?

A. Well, I thought there was something wrong about it; that'- the reason I looked at it.

5 Q. What made you think there was something wrong about it?

A. Well, from what I seen.

6 Q. What did you see?

A. I seen the account was not rendered to Moore in the right time.

7 Q. Did anybody call your attention to it?

A. They did not.

8 Q. But you saw there was something wrong about it, and you looked at the books?

220 A. That's it exactly.

UNITED STATES OF AMERICA,
Eastern District of Missouri, City of St. Louis:

I, L. L. Walbridge, a notary public within and for the city of St. Louis, duly qualified to take depositions under the laws of the

United States, for use in the circuit court of the United States, do certify that on the 12th day of July, 1882, I was attended at the office of C. G. Peper & Co., in the city of St. Louis, in the State and district aforesaid, by Ebon W. Kimball, Esq., counsel for the complainant, and George W. Lubke, Esq., counsel for the respondent, and the witness, Oscar C. Mackwitz, who was of sound mind, and who was by me carefully examined, cautioned, and sworn to testify the truth, the whole truth, and nothing but the truth, and his deposition was by me reduced to writing in short-hand in the presence of the
221 witness, from his statement. I further certify that it was then and there agreed, in my presence, by said counsel, that my transcript of said short-hand notes so taken, without the signature of said witness thereto, might be read in evidence at the trial of said cause with the same force and effect, to all intents and purposes, as if said transcript had been signed by said deponent in my presence. I further certify that the foregoing is a true and faithful transcript of said short-hand notes so taken, and that I am not of counsel or attorney for either of the parties to said cause, or in any way interested in the event thereof.

In testimony whereof, I have hereunto set my hand and notarial seal, this 21st day of July, 1882.

[SEAL.] L. L. WALBRIDGE,
Notary Public, St. Louis, Mo.

Notary's fees, $8.00; paid by pl'ff.

222 Endorsed: Opened & published by order of court, August 7, 1882. Ralph L. Goodrich, clerk, by W. P. Field, D. C.

The deposition of John H. Morgan, taken on the first day of Feb., 1883, at the office of W. G. Whipple, in the city of Little Rock, to be read as evidence in an action between Fordyce *et al.*, plaintiffs, and Peper *et al.*, defendants, pending in the U. S. district court for the eastern district of Arkansas.

JOHN H. MORGAN, being duly sworn, deposes as says:

My name is John H. Morgan; am of lawful age, and am in the mercantile business. I left the employment of Chas. G. Peper & Co. on the 1st of June, 1882. I have not been in their employ since. I was in the employ of Chas. G. Peper & Co. two years prior to June 1st, 1882, and was with Peper & Bath prior to serving Chas. G. Peper & Co. one year, and prior to June 1st, 1882, during
223 a period of about seven years; was engaged as a travelling solicitor for various establishments in Memphis and St. Louis, travelling in Arkansas and Texas. I solicited cotton supplies to consign cotton to Chas. G. Peper & Co. for the two years I was in their employ.

Question. Do you know Walter A. Moore; and if so, how long have you known him?

Ans. I was introduced to Walter A. Moore in July, 1861, & have known him intimately for the past three years.

Ques. Do you know how Moore came to enter upon a course of dealings with Peper?

A. I do.

Ques. Explain how that was, particularly?

Ans. As a solicitor of business for Chas. G. Peper & Co., during my visit to Hot Spring I called on Walter A. Moore in that capacity, and solicited his shipments of cotton to Peper, representing that I represented a firm with plenty of means, so far as I was
224 able to judge, and I thought disposed to be liberal to those who were worthy, and regarding Moore as an active shipper, urgently requested his shipments to Peper.

Ques. State distinctly and in detail what arrangements you made with Moore for shipping his cotton to Peper?

Ans. I made no arrangements with Moore for shipping cotton to Peper, for I had no authority to do so; I requested Moore to state his wants, and I presented them, and my opinion of Moore as flatteringly as I conceived to be consistent with truth to Peper for his consideration; Peper made no response to me that he would or he would not accept Moore's business, but finally came to Hot Springs, and calling on Moore, agreed to said advance thereafter to him $5,000; my visits to Hot Springs were to the merchants in general, asking their business, and not to Moore especially; I found Moore more willing, and finally the only one, willing to ship Peper, and hence I clung
225 to him until I obtained his consent to give Peper a share of his shipments; Moore wanted $10,000; I replied that Peper had plenty of money, but said, "Moore, you are striking Peper rather heavy at the start, and you had better apply for half the amount," and he consented I should present his application for $5,000, and Moore agreed if Peper would let him have the money to ship Peper at least one-half of his cotton, and all of it if he could; he said he owed D. P. Rowland & Co., and would have to ship them some, not saying how much he would have to ship them during the season; he said Rowland & Co. were clever, but did not have enough, as he thought, to give him such accommodations as his business required; I replied that I was of the same opinion in regard to Rowland & Co., and had no doubt they were compelled to borrow largely from the banks in order to enact their business; I based my opinion of Rowland & Co. on their commercial rating; this conversation
226 occurred in 1880, in August; I presented Moore's want to Peper at once; Peper replied to me and to this call for money by coming to Hot Springs in person; we met in Little Rock, and I went to Hot Springs with him to see Moore; arriving at Hot Springs, I took Peper to Moore's store and introduced them; after passing the courtesies of the day, I said to Peper, "You and Mr. Moore had better have some understanding, as you are here for that purpose;" they stepped to one side, beyond my hearing, and had an interview, both returning to where they had left me in about 15 or 20 minutes; I said, "Gentlemen, have you come to terms?" both replied, "Yes;" as we passed out I said to Peper, "What did you do?" he replied, "I agreed to advance $5,000 at once, and he (Moore) agreed to ship us his cotton; Peper and I left Hot Springs at once, Peper going to St. Louis and I about my business as usual; about the middle of September, or perhaps a little earlier, I was called to St. Louis

227 and the book-keeper of Peper showed me that Moore had drawn $5,250, and had shipped no cotton, though it was hardly time for cotton to be more than beginning to move, but the fall was pretty and favored active picking; I had not been in the city a great while before Peper received a telegram from Moore for $5,000 more, and Peper took me into his private office and said, "What do you suppose this means?" I said to him (Peper) that I guessed cotton was beginning to move lively, and Moore wanted to take it all in; Peper seemed to be startled at the telegram, and asked me what I thought best to do about it; I replied, "Moore has big ideas about things, and you had better send him just half the sum he calls for;" our conversation dropped, and in a day or two after I enquired of Peper what amount of money he had sent Moore on his telegram, and he said $2,000; I remained after this in St. Louis till after the "fair," held there annually, which
228 occurs early in October, and left the city, by directions of Peper, to push our claims for business and secure all the cotton I could; I had been in Ark's but a short time before I received advices from Peper telling me to call on Moore and stir him up; that he, Moore, had not shipped a bale of cotton, and his account was over $7,000; I went right off to Hot Springs, had a talk with Moore, and examined his bill of lading and found that he had shipped over one hundred bales of cotton to D. P. Rowland & Co. and not one bale to Peper; I said to Moore that I thought he should have divided that cotton, at least; Moore said he owed Rowland & Co., and wanted to pay him up, and ship us entirely, and concluded by saying "You shall have the next hundred bales;" accepting Mr Moore's promise and conveying to Peper by letter, I left the springs about my business elsewhere; I had not been absent
229 a great while before I received advices from Peper to go after Moore again; I did so immediately, and received from Moore the promise that he would begin to ship right off; I left him again with this promise, but telling him that I did not think he was treating nor Peper, right; that I had represented him so flatteringly to Peper; unless he shipped Peper immediately, Peper would doubt my word thereafter as to my representations of applicants for favors, and that he would certainly damage his credit with Peper, and instead of getting favors which he might contemplate, might need, that Peper would do nothing for him; with that I left Moore on my usual round of business, and about the middle of November was called to St. Louis again, and found, one nquiry of the book-keeper, that on the 9th of November, I believe, Mr. Moore had shipped nine bales of cotton against over $7,000; I thought, and Peper too, that Moore was certainly weak, and Peper and myself each ex-
230 pressed our regrets that any advances had been advanced him at all.

Ques. State what you know about the arrangement that was made between Peper & Moore about the arrangement for the shipment of cotton.

[A.] I do not know what Peper & Moore said to each other in their first private interview; I know nothing about their private talks at

any time, further than what they may have told me; Moore told me he thought Peper was a solid man, and that he would ship cotton to him lively, as he purposed making a good friend of him, or something to that effect.

Ques. State what you know as to the agreement or understanding with Moore respecting the sale of his cotton by Peper?

[A.] I had no understanding with Moore as to holding his cotton; Mr. Moore requested me repeatedly to try and get Peper to hold his cotton, and I did my best to do so, but I had no authority to make any such arrangement; I always told Moore Peper was able
231 to hold his cotton, and I thought would do so as long as prudence & good business sense would dictate; I told Moore this at the time I first solicited his business, and after his collapse, about January 6th, 1881, Moore and I roomed together & ate together at a little restaurant across the street from his store, and almost every morning before going to our breakfast, we would get the Little Rock Gazette & one or both of the leading St. Louis newspapers, and whenever a decline in the cotton market was noticed we would express our regret at the state of the market, & Moore would never fail to ask me it I thought Peper would hold his cotton; I urged Peper to do so, pleading with him to that purpose with all the ability I had, whenever I did so at all; oftentimes, too, when Moore would ask me to tell Peper to hold his cotton, I would say nothing to him further than that Moore still requested his cotton held, & sometimes would not repeat his request, as no account sales were ren-
232 dered between the 6th of January, 1881, the time Moore failed, or was protested, and the time I was called from Hot Springs, which was about the 1st of March, therefore I inferred the cotton was held, and told Moore and his clerks in the store that his cotton was held, and knew not to the contrary. The request was made so often by Mr. Moore to me to ask Peper to hold his cotton, I often omitted saying anything about it at all, for the reason that I thought it useless, and knew Peper would do as he pleased about it.

Ques. Was any agreement ever made with Moore, either with you or with Peper, to the effect that Moore's cotton was to be withheld from sale until the fall of 1881, or any other time? Answer particularly.

(Question objected to, because leading.)

Ans. I made no contract with Moore to hold his cotton at any time; had no authority to do so, & know of no contract of the
233 kind between Moore and Peper; if they had any such I am not aware of it now, & never was.

Ques. Did you ever hear Moore claim that there was ever any such understanding or agreement?

Ans. I did not.

Ques. If there had been any such agreement would Moore have been likely to have mentioned it to you?

Ans. I think he would.

Ques. Did Peper have any other representative of his house traveling in this State from August, 1880, until the fall of 1881?

Ans. No.

Ques. How often during that period did you visit Hot Springs and see Moore?

— I visited Hot Springs in August, 1880, and since twice, the first time alone and the second in company; twice, I think, in October, once in November, & once in December, 1880, and in January, 1881, from the 6th of that month, was constantly in Hot Springs (except one week), down to about the 1st of March, 1881, and I saw
234 Moore again either in April or May thereafter, & I do not think I met him again during that year. Had I any memorandum book containing a record of my daily expenses, I could tell accurately the days of arrival and departure during that period.

Ques. In January, 1881, did you at any time agree with Moore to hold his cotton?

Ans. I did not, for I possessed no authority to make any contract of the kind.

Ques. Was any such agreement made at that time with Moore or by or in behalf of Peper, to your knowledge?

A. There was none that I am aware of. If Peper ever made any such, I know nothing about it.

Ques. Examine the telegram of May 31st, 1881, attached to Peper's deposition in this case, and the letters of Moore attached thereto.

Ans. As to the letter of M'ch 31st, respecting sale of land, I may have taken it to St. Louis in person myself; whether I did so
235 or not, I think the subject-matter of this letter was discussed before I left Hot Springs. As to the letter of May the 11th, 1881, in which Moore requests Peper to hold his cotton, I am not sure I was in Hot Springs at the time it was sent or not. I have no recollection of its being sent at my suggestion. I think I should have recollected it if sent at my suggestion.

Ques. Do you know Dryden P. Austin?

— I know Austin, agent of Dodd, Brown & Co.

Ques. Do you remember being in a room at the Arlington House, Hot Springs, Ark's, which was either Austin's or Peper's room, in company with Austin, Peper, Moore, and others, on the 8th of January, 1881?

Ans. I do.

Ques. In the conversation had then and there what, if anything, was said as to Peper's holding Moore's cotton until Moore should order him to sell?

Ans. Not one word was said on that subject. The subject-matter under discussion at that time was in regard to what part
236 of Moore's estate Peper should get as security for what Moore owed him, and what part of Moore's estate Dodd, Brown & Co. should get for what Moore owed them, & P. J. Willis & Co., Willis' agent being present.

Ques. Do you remember being in Moore's or Latta's office about that time when Austin was present?

Ans. I do.

Ques. Was anyting said then and there about carrying Moore over until next season?

Ans. Not one word.

Ques. Was anything said then and there about Peper's advancing twelve or fifteen thousand dollars to Moore?

Ans. Not one word. The matters for consideration and settlement at Latta's office was to have the mortgages drawn up covering the property to secure Peper & Dodd, Brown & Co., and others. Mr. Peper and I were present for the purpose of getting the papers fixed for the security of what Moore owed Peper prior to
237 Moore's going to protest, and for what he (Peper) had advanced to him to take up his protested paper and some other obligations of Moore lying in bank on the eve of protest. Peper advanced Moore at this time between two thousand and twenty-five hundred dollars, which act saved Moore for the time being and kept him afloat.

Ques. Do you know R. B. Jaggers?

Ans. I know Jaggers that clerked for Moore.

Ques. Do you remember in August, 1880, of being present in Moore's storehouse where Jaggers was when the subject of holding Moore's cotton was talked about?

Ans. I do not, and never said anything before Jaggers at any time that would indicate that I had made any contract, or that Peper was under any contract to hold Moore's cotton. I may have said after January 8th, '81, at some time in my conversation about the store in presence of Jaggers, that Peper was holding Moore's cotton, but never that Peper was under any contract to hold
238 Moore's cotton; Moore was especially particular at all times about how I should talk before the clerks. He did not wish them to know his true condition, for he owed all of them, and all my speeches before them were to calm their fears, to allay their apprehensions as to Moore's real condition, and in no sense to inform them of it.

Ques. In January, 1881, did you say anything to Jaggers in reference to holding Moore's cotton?

[Ans.] I have no recollection of saying anything to him at that time.

Ques. Do you know Andrew Bruon?

Ans. I do.

Ques. Did you ever tell him that when the notes of January, 1881, fell due that they would be extended?

Ans. I never did, I don't think, because I was careful never to talk much to any one except Moore & Peper about money affairs, and was especially careful as to how I talked before Bruon, because I thought him a sharp fellow.

Ques. Did you ever tell him, or did Peper ever tell him in
239 your [presence], that Peper would hold the cotton as long as Moore wanted him to?

Ans. I did not.

Ques. Do you know Bernard Bruon?

Ans. I do.

Ques. Did you ever, in Moore's store in 1880, say anything in

Brown's presence, or did Peper, about holding Moore's cotton as long as Moore wanted it?

Ans. I did not; I do not know what Peper said to Mr. Bruon; I may have said Peper was able to hold his cotton in Bruon's presence, but I never told Bruon anything about Peper's business with Moore in any way whatever when Bruon was in the store.

Ques. Do you know Thos. J. Evans?

Ans. I do; he clerked for Moore?

[Ques.] Did you tell him in January that Peper would hold Moore's cotton until Moore wanted it sold?

Ans. I did not; Moore was always careful to warn me against talking before Tom Evans, and frequently, when Moore and I
240 would be together in his office, and Evans' head could be seen anywhere in the house, Moore would say: "Look out, Morgan; Tom's got his ears pricked up." I knew Mr. Moore was in a critical condition; that his life as a merchant hung on a mere thread; and I knew the only way to keep the animal alive was to keep everybody connected with the house cheerful and as ignorant of Moore's real condition as I could, for I was ambitious to lift Moore out of his embarrassment if I could, and applied every agency in Moore's behalf to do so, for I liked the man, and was willing to move heaven and earth to save my friend, and every evening, to make the clerks in the house feel good, I would always leave the office in fine cheer, and had a common saying, "Boys, the sun has gone down and the bills are all paid."

Ques. What was the basis of the notes given January the 10th, 1881, and the nature of that settlement?

241 [Ans.] The basis of the notes was advances, and the nature of the settlement was to secure Peper's claims against Moore, and to enable Moore to go ahead with his business. I heard of Moore's protest at Malvern through Dan Bruon, and went to Hot Springs at once, conveying the intelligence in the meanwhile to Peper. I thought on my way over I was to be the first man on the ground, but arriving at Hot Springs, on our way up town I was accosted by a gentleman in the omnibus by "How are you, Morgan?" I said, "How do you do, sir; I do not know you." He said, "My name is Austin, of Dodd, Brown Co.;" and says he, "What takes you over to Hot Springs?" I replied, "I am after cotton." He then said, "Did you know Moore had gone to protest?" I said, "Yes." By this time we had reached a point near Moore's store; I got
242 out, and we went into his hotel. I was advised of Moore's indebtedness by my house by letter, & a statement in brief, which showed that Moore owed between $4,000 and $5,000. It was not considered exactly accurate as all of Moore's cotton was not sold at that time. He had shipped, I believe, less than 100 bales up to this date, only part of which was sold, and the value of that unsold was estimated, after advancing the 2,000 or 2,500 dollars more under circumstances heretofore stated, his indebtedness was fixed at something over $7,000, and Moore, Peper, & I were agreed that we did not miss the mark more *the* $100 or $200, either one way or the other; we all regarded (that is, Peper, Moore,

and I) the figures approaching an accurate settlement too trifling to discuss for a moment, or to hinder the settlement. I do not know what the unsold cotton was valued at by Peper. Peper brought a statement with him of Moore's account, and the figures were acceded to by Mr. Moore in our settlement.

243 Ques. Was this settlement made to cover future advances?

Ans. It was not.

Ques. What was the security for future advances?

Ans. There was none. Moore gave the security to get the $2,000 or $2,500 to enable him to go ahead to secure Peper's whole debt of over $7,000 against him, and to protect him against any advances he might make him in future, and against any decline in cotton that might increase his indebtedness. What I mean by security for future advances is this: Moore valued the property he mortgaged to Peper at $15,000; I nor Peper considered it worth so much, but considered that in course of years the property might be sufficiently enhanced in value to protect Peper against any contingencies that might arise in course of their dealings. The security was given to secure Moore's notes, and, I thought, any indebtedness on ac-

244 count, but the mortgages covered only his indebtedness by note.

Since stating the above the examination has been adjourned over until the 3rd day of Febr'y.

Having been so fatigued from writing all day yesterday, I do not feel that I fully comprehend the last question, and desire to explain it fully. There was to be no future advances except $35 per bale on cotton, and the cotton, of course, was the security for that. The conditions of the settlement, Jan'y 8th, 1881, between Moore, Peper, and myself were as follows: Peper finding Moore in a failing condition agreed to put $2,000 or $2,500 more into him in order to save him, making thereby Moore's indebtedness about $7,000. In consideration of this, Moore agreed to ship all of his cotton to Peper after this date, and mortgaged certain real estate and turned over certain notes and accounts to Peper to secure this $7,000, Moore, Peper, & my-

245 self went to Rix & Roe, bankers, and told them to advance to Moore $35 per bale on his bills of lading, but after leaving the bank, we all three thought best for me to remain in Hot Springs and do what I could to keep Moore afloat, and secure Moore's cotton shipments; Moore consented to this arrangement, and, by his invitation, I roomed with him during my stay there. It was further agreed by Moore, that the over plus on the $35.00 per bale advanced on his cotton shipments, if any, should be applied to cancelling his notes. Moore no doubt felt the sting of his obligations so strongly to D. P. Rowland & Co., that he would in spite of me ship some cotton to them, and the week in January, 1881, I was absent at Dardanelle, Arks. shipped them a good deal of cotton. I think one bill of lading alone called for as much as 50 bales or more. I only prevented Moore from shipping a few times, by advancing him beyond

246 the limit agreed on between me and Peper. I advanced beyond Peper's limit for two reasons, first, to get the handling

of the cotton for the sake of its commission, and, second, to help Moore pay his bills, because I knew he needed it.

Ques. Did you know about the sale of the cotton in Feb., 1881?

Ans. I did.

Ques. When did you first learn the sale had taken place?

Ans. In March, 1881.

[Ques.] Did you have anything to do with the purchase of the cotton by Moore at Hot Springs?

Ans. I only gave draft to Moore on Peper for the amounts advanced on the cotton; did not purchase cotton for Moore.

Ques. What do you know about the character of the cotton bought and shipped to Peper, as to its being wet or dry, water packed or stained, and its condition? State freely.

Ans. A great deal of Moore's cotton was wet and stained; I knew of none water packed; January and Feb'ry, 1881, were wet
247 months, and of course a great deal of stained and wet cotton came to him. I almost universally examined Moore's cotton samples, had to do so in order to tell how much to advance on the cotton. Moore's cotton was weighed in a wet, damp place in the open air, and was delivered at the depot at Hot Spring and thrown down on the ground, where it was often exposed several days at a time to wet weather, as we could not get bill of lading promptly. At that time I judged the general character of the cotton was such as would have warranted me in classing it as low middling, or averaging the classificatons of the whole list.

Cross-examined:

Ques. When did you first see Moore after hearing of the sale of the 229 bales in Feb'ry, 1881?

Ans. I think it was in April or May, 1881; It was in one of these months, and I think before his assignment.

Ques. Did you inform him, Moore, in any way, of the fact
248 that that sale had been made?

Ans. I do not recollect distinctly, but I believe I did.

Ques. How do you think you informed him?

Ans. I do not recollect exactly the circumstance of it, but believe I was the first person to give him intimation of it.

Ques. If you did so inform him, when did you do it?

Ans. I believe I told Moore about it the first visit I made to the Springs after the 1st of March, 1881, but it — be in April or May, as it may.

Ques. From whom or how did you learn the sale had taken place; was it in confidence?

Ans. I was told by young Oscar Mackwitz, who was assistant book-keeper in Peper's office, privately and in confidence.

Ques. Did either Peper or Lipphardt tell you anything about it?

Ans. They did not.

Ques. During the time you stayed at Moore's, from about Jan'y 6th, 1881, how many bales of cotton, if you know, were
249 shipped from Moore to Peper?

Ans. I cannot tell accurately the number of bales shipped,

but the bulk of Moore's shipments were made during the time I was there and the bills of lading will show the accurate number of bales shipped.

Ques. Do you know how many bales Moore had shipped to Peper at that time prior to Jan'y 6th, 1881?

Ans. I do not know the number, but think less than 100 bales.

Ques. Did Peper or you, in the settlement with Moore, have an ac. of sales?

Ans. I did not, and do not know that Peper had.

Ques. In the statement or figures that Peper did have was there an item or estimate of cotton still in his hands?

Ans. There was.

Ques. In this settlement was not the item of $590 as commissions for cotton not shipped or sold, charged to Moore and carried into the notes?

Ans. If it was I do not know it.

250 Ques. Was the paper or statement he did have a mere summary prepared by him or Lipphardt, or one of them?

Ans. It was a summary prepared in Lipphardt's handwriting.

Ques. If the cotton got wet at the depot would not that tend to increase rather than diminish the weights?

Ans. It would; but cotton is always docked at St. Louis by the weighers when cotton is received wet. While on this subject I will state that Moore always instructed his weigher, Dave Snider, to add ten pounds on the actual weight of each bale of cotton and put that weight in figures on the tags, but Moore entered on his cotton-book the accurate number of pounds of cotton to each bale he paid for, and, I suppose, had the 10 lbs. extra weight put on the tags to blind the commission merchants.

Ques. Did Moore know the cotton would be weighed again in St. Louis?

Ans. I suppose he did; of course he did; as it is customary

251 to weigh cotton to buyers, they must know how much cotton weighs in order to know how much to pay for it.

Ques. Was this cotton weighed on its arrival in St. Louis, or when it was sold?

Ans. I do not know.

Ques. Is it not the weight at which the purchaser buys that is, or should be, reported to the shipper in account of sales?

Ans. Yes.

Ques. If the cotton is kept in storage for two or three months before being weighed to the purchaser is it docked because of rain upon it before storage?

Ans. It is docked if there is any wetness in it.

Ques. Did you state to Moore, in July or August, 1880, at his store, or to his men about the store, that Peper's house was a very wealthy one, and could carry him and hold his cotton from sacrifice?

Ans. I told Moore often, and have told his clerks, that Peper

252 was a wealthy young man; that his father was very rich, and was backing him with all the money he could use, which

enabled him to take the business of the heaviest shippers in the country, and that he was able to carry him or anybody he wanted to, if necessary, & should contract to do so.

Ques. Was your agency an authority from Peper to act in cotton transactions in writing?

Ans. When Peper employed me he gave me no written authority to do anything at that time, but, when out on the road soliciting business, would advise me by telegram or letter, as the case might be, what to do. I endeavored to obey his instructions, verbal or written.

Ques. What did he employ you to do?

Ans. He employed me to solicit cotton & other country produce for shipment to his house, & to attend to any business he might require as a travelling commercial agent; in short, he employed me as a drummer.

253–5 Ques. Did he approve your transaction with Moore?

Ans. He did, though sometimes did not like what I did.

Ques. Are not Jaggers, Brown, Bruon, and Evans respectable citizens of Hot Springs, and honorable, upright men?

Ans. I never saw any of these gentlemen, except Brown, until called to Hot Springs on this Moore business. I know nothing about them damaging to ther character, and never heard anybody say anything against them. Being on the errand I was at Hot Springs, I naturally distrusted all of these men, because I knew they were very intimate friends of Moore's, and feared they would distort the meaning of my words and acts, and hence was very careful & guarded in what I said and did before them or in their hearing. I do not know anything against the good character these gentlemen may bear. My suspicion there was such that I was naturally
256 suspicious of all of them.

Ques. In your answer on the direct examination to the question, "What was the security for further advances," you state, among other things, that "Moore gave the security to get the $2,000, or $2,500, to enable him to go ahead and to secure Peper's whole debt of over $7,000, and to protect him against any advances he might make him in future, and against any decline in cotton that might increase his indebtedness." At this point in the answer did you not stop, as if it were complete, until defendants' attorney asked you to explain what you meant by further advances?

Ans. I did; but I was so *so* fatigued and worried by the day's work, that I must confess I did not comprehend the full meaning of it at the time the question was asked.

Ques. Have you written this entire deposition, including questions and answers?

Ans. Yes.

Re-examination:

257 Ques. How much of the cotton did you see weighed?

I do not know anything about the accuracy of the weights of Moore's cotton. I saw Dave Snider weigh every day of my life,

passing along the street, but never went to the scales and examined to see that he weighed the cotton accurately or inaccurately.

Ques. Suppose the $590 referred to in your cross-examination as commission had been carried into the notes of January 10th, would that have affected the true amount of the indebtedness of Moore to Peper, if in the general account Moore had afterwards been credited with this $590 back again?

Ans. It could not; because the credit would have balanced the debt.

Recross-examination:

Ques. Were not many of the entries in Moore's "cotton book," containing the weight of cotton, made by you?

Ans. They were.

258 Ques. Were they not the weight on which Moore and you paid for the cotton?

Ans. Yes.

Ques. Had you any reason at the time to doubt the accuracy of these weights.

Ans. I did not.

J. H. MORGAN.

STATE OF ARKANSAS, *County of Pulaski:*

I, George W. Williams, an acting and duly commissioned notary public in and for the county and State aforesaid, do hereby certify that the foregoing deposition of John H. Morgan was taken before me on the second and third days of February, 1883, between the hours of 9 a. m. and 6 p. m. of said days, and at the place in the caption hereof mentioned, and the said witness above named was first duly sworn that the testimony he should give in the action named and mentioned in said caption should be the truth,

259 the whole truth, and nothing but the truth, before his testimony in said depositions or any part thereof was given; that the testimony of said witness was reduced to writing by himself and subscribed by him in my presence, at the time and place aforesaid; that the plaintiffs in said action were present, by their attorneys, Eben W. Kimball and Murphy, and the defendant by his attorney, William G. Whipple, was also present at the examination of said witness; and that said witness is a resident of Hempstead county, State of Arkansas.

In testimony whereof, I have hereunto set my hand and official seal, this fifth day of February, 1883.

[SEAL.] GEORGE W. WILLIAMS,
Notary Public.

Notarial fees, $13.40.

In the Circuit Court of the United States for the Eastern District of Arkansas. In Equity.

260 SAMUEL W. FORDYCE & WALTER A. MOORE, Plaintiffs,
vs.
CHARLES G. PEPER & GEORGE G. LATTA, Defendants.

It is agreed that depositions in the above-entitled case may be

taken on the part of either or both parties at the office of James G. Allen, notary public, in Hot Springs, Garland county, Arkansas, on the 20th day of October, 1882, between the hours of 8 a. m. and 6 p. m., and from day to day thereafter, at the same place and between the same hours, until completed, without dedimus or formality of any kind; that they may subject to exceptions for relevancy and competency, be read in evidence on the trial and hearing whether taken or completed within the time allowed by law for the taking of testimony after issue found or not, and that such time be enlarged.

WM. G. WHIPPLE,
Sol'r of Peper.

261 E. W. KIMBALL,
RECTOR SUMMERS, &
GEO. MURPHY, *For Pl'ffs.*

UNITED STATES OF AMERICA,
Eastern District of Arkansas,
City of Hot Springs, Garland County, } *ss:*

Be it remembered that on the 20th day of October, 1882, and other days mentioned in the adjournment hereinafter set forth, I, James G. Allen, notary public in said city and for said county and State, under and by virtue of the annexed and foregoing agreement to that end, of the respective counsel of the parties in the case of Samuel W. Fordyce and Walter A. Moore, plaintiffs, *vs.* Charles G. Peper *et al.*, defendants, pending in the circuit court of the United States for the eastern district of Arkansas, I caused to be and personally appear before me, at my office in said city, W. J. Hopper, M. O. Couch, J. H. LeCroy, P. H. Burrough, H. P. Cogburn, J. A
262 Brown, J. R. Holland, N. H. Palmer, S. W. Diffey, J. J. Johnson, Preston Bailey, Wm. B. Seay, F. O. Brown, A. J. McDaniel, N. N. Lester, B. Lambert, M. M. Meredith, E. A. McSaggett, J. B. Hill, G. W. Gray, Jeff Collier, John Latty, J. N. Wann, H. F. Hill, A. F. Phillips, W. D. Johnson, M. L. Anderson, R. B. Sloann, P. Craig, O. W. Hogan, David Snyder, R. B. Jaggers, Andrew Bruon, B. Brown, Thomas Evans, W. A. Moore, Geo. J. Summers, C. G. Convers, S. W. Fordyce, to testify in said cause, and the truth to speak on the part of the plaintiffs therein, and that I, at said times and place as indicated herein, and in the orders of adjournments, carefully examined, continued, and swore them to testify the truth, the whole truth, and nothing but the truth, whereupon they did depose, testify, and say as hereinafter set forth.

W. J. HOPPER, being duly sworn, deposes and says:

I reside in Montgomery county, Arkansas; am forty years
263 of age. I am merchandizing and farming in Montgomery county, where I have resided for twenty years. I have dealt in a small scale in cotton for the past nine years. In the fall and winter of 1880, that is, during the cotton season, beginning in the fall of 1880, and ending in 1881, I sold the plaintiff, Walter A. Moore, about twenty bales of cotton. It was good cotton. Cotton matured

early that year, and was generally got out early. I do not understand the classing of cotton, having always sold mine at home market. This cotton was equally as good as any cotton I ever handled before or since, and I got a good price for it. I don't remember the weight. I sold about forty bales cotton that year, and I think Mr. Moore bought half of them. None of the cotton I sold him was stained.

Cross-examination:

I raised six bales out of lot [of] forty bales that I sold that
264 year. Mr. Moore only bought about twenty of the forty. The country in which this cotton is raised is a mountainous country. I cannot state when we had the first frost in the fall of 1880, but there was some cotton in the fields when the frost appeared. I did not sample all of the forty bales cotton when I bought it. The most of it I bought in the seed. The cotton I sold Mr. Moore was sampled by him at Hot Springs, and the samples were from the surface of the bales. There was no further examination made of any cotton I sold at Hot Springs. I don't know that I saw any stained cotton that season. I have no means of knowing the quality of the cotton in the center of the bales that I sold to Mr. Moore, that I bought from other parties in the bale.

Question. Have you any knowledge or information in regard to the manner in which some ginning establishments in Mont-
265 gomery county, Arkansas, gin and pack cotton?

(Objected to, by plaintiff.)

Answer. I have.

Question. What is that reputation?

Objected to by plaintiff.

Answer. Some are good, and some are not, but generally good.

Question. Do you know whether some of these gins have the reputation of putting up water-packed cotton?

Objected to, by plaintiff.

Answer. One of these gins has that reputation.

Question. Is this gin located in your section of the country?

Answer. It was.

Question. Please state the name of the owner of this gin.

Answer. M. M. Chandler.

Question. Do you know what became of the cotton you sold W. A. Moore?

Ans. No, sir; I do not.

Re-examined:

Question. Name the last year in which M. M. Chandler's gin was operated.

266 Answer. It has been four or five years since he quit ginning there.

W. J. HOPPER.

M. O. COUCH, being duly sworn, deposes and says: I reside now

in Garland county, Arkansas; am sixty years of age; I resided in Hot Springs county, A'k., which joins Garland county; I run a cotton gin in 1880 and 1881; I can't call the names from memory for whom I ginned cotton in 1880 and 1881, but could remember some of them if I heard them called.

Question. Were or were not the following persons among those for whom you ginned and baled cotton in the year 1880, and the early winter of 1881, to wit: E. Cannon, E. B. Cannon, J. D. McGill, H. F. Hall, E. A. McSaggett, John Weatherford, J. L. Catchum, H. L. Wright, S. C. Wetherford, B. Wetherford, W. W. Wright, J. L. Piercey, Wm. Buck, W. A. Jones, J. G. Wood, S. R. Wood, G. B.
267 Cannon, G. E. Bowman, J. R. Holcomb, D. A. Haney, J. D. —— B. F. Burke, J. A. Burk, G. W. Tucker?

Objected to by defendant.

Answer. They were; I ginned their cotton.

Question. What sort of cotton was theirs in respect to quality?

Answer. It was good cotton as far as I recollect; I don't think I ginned any but good cotton that year; the cotton that year was better than any year since I have been in the State; it was a late fall; cotton opened early, and was generally picked out early, and I don't think cotton was injured that fall by frost; if it was, it was very little; I don't think the cotton I ginned for any of the parties I have named was stained; if it was, I don't recollect it; we handled the cotton of these parties well, and no cotton was water-packed or sand-packed by me, for these parties or any other persons; we sold Moore some cotton in 1880, in the fall and winter, but I don't remember how many bales; it was all good cotton; I don't know any-
268 thing about the cleaning of cotton; if anything, the cotton of that year was better than of other years; I don't think I ginned any bad cotton that season; at the latter part of the year there may have been some of it dirty; I have resided in the State twelve years.

Cross-examined:

The cotton that I have referred to was raised in a mountainous country. I do not know what the parties named by me in my direct testimony did with their cotton. I don't think I ginned any stained cotton that year, but if I did it was very little.

M. O. COUCH.

Subscribed and sworn to before me, this 20th day of October, 1882.

[SEAL.] JAS. G. ALLEN,
Notary Public.

There being insufficient time to complete the taking of these depositions, the further taking is, by consent of parties, continued until the 23d day of October, 1882, at 10 o'clock a. m.

269 JAS. G. ALLEN,
Notary Public.

Pursuant to adjournment, the taking of the depositions in this cause is resumed this 23d day of Octo., 1882, at 10 o'clock a. m.

J. H. LeCroy, being duly sworn, deposes and says: I am fifty years of age; reside in Garland county, Arkansas; I have resided in Hot Springs, Saline, and Garland counties, Arkansas, for the past thirty-two years; I ran a cotton gin in the fall and winter of 1880; I ginned my own crop and Hargraves ginned for the public; the cotton that year was of unusual good quality—better than I have ever seen in any other year in this State or any State; the fall was unusually dry and late—very fine for cotton; it opened early and was gathered early as a rule in this section; the quality of
270 the crop was light, and it was not difficult to gether it; it was not a half crop in quantity; there was no stained cotton that year that I saw any where, and I traveled over the country a good deal; there was no second growth, and the cotton was matured when the frost came; I knew all the parties to this suit except Peper; between the first days of September and the last days of December, 1880, I sold the plaintiff Moore ten bales of cotton; it was very fine cotton; I never saw better cotton; I don't understand the classification of cotton as the commission merchants classify it.

J. H. LeCROY.

Subscribed and sworn to before me, this 23rd day of October, 1882.

JAS. G. ALLEN,
Notary Public.

P. H. Burrough, being duly sworn, deposes and says: I
271 resided in Garland county, Arkansas, in 1880 and 1881; am 53 years of age; I reside in Hot Springs county, adjoining Garland county, Arkansas; I am, and was then, a merchant, and in connection with my business bought cotton; I am not acquainted with the parties to this suit, except Major G. G. Latta and Walter A. Moore. In the fall or winter next preceding Christmas, 1880, I sold Walter A. Moore; I don't know who he shipped them to; it was good cotton, the best I have ever seen in this State; it was first class for this country. The cotton generally raised here in 1880 was the best cotton, or rather made the best sample, of any I have ever seen raised here in any other year. That fall was a very dry fall; there was no second growth on the cotton, and no early frosts or rain to stain it; when there are early rains in the fall cotton takes a
272 second growth, and if the frost bites the young and immature bolls in this second or top growth, and rain follows, it washes the yellowish water from the immature bolls and stains the cotton; also, if cotton partially opened, but not matured and caught by the frost, it is stained. But cotton that year matured well, and there were no early fall rains to cover second growth, and there was no second growth. I have resided in this State about twenty-eight years, and was born and raised in a cotton country, and have been familiar with cotton all of my life.

Cross-examined:

I don't know what became of the cotton I sold W. A. Moore; it was shipped off. I had no private marks on the cotton. When I sold the cotton to Mr. Moore the bale was sampled from the surface, and no other sample was taken. I did not gin the cotton,
273 but lived near where the ginning was done. I saw part of the lint before it was put in the bale.

Re-examined:

The surface sampling I speak of was done by cutting the baling, and working in about 4 or 5 inches deep with the fingers and pulling out a sample.

P. H. BURROUGH.

Subscribed and sworn to before me, this 23rd day of October, 1882.

JAMES G. ALLEN,
Notary Public.

There being insufficient time to complete the taking of the depositions, the further taking, by consent of parties, continued until the 25th day of October, 1882, at ten o'clock a. m.

JAS. G. ALLEN,
Notary Public.

Pursuant to adjournment, the taking of the depositions in this case is continued this 25th day of Octo., 1882, at ten o'clock
274 a. m.

H. P. COGBURN, being duly sworn, deposes and says: I am thirty-nine years of age; reside in Montgomery county, Arkansas; my business is farming and merchandising; I sold Walter A. Moore, one of the plaintiffs in this case, eleven or twelve bales — cotton during the cotton season commencing in the fall of 1880 and ending in the spring of 1881. It was all good cotton; it was clear and unstained; I raised part of this cotton and bought part of it; that I bought was in the seed when I bought it; I examined the cotton before I bought it; I neither raised nor bought any stained cotton in that year or season. The cotton in my section of the country that year was clear and free from stains, to my personal knowledge; the fall was dry and the frost late; the cotton I sold Moore that year, or season, was as good or better in quality than the cotton of any other
275 year in my knowledge; it was gathered early; my recollection is I sold him (Moore) some of the cotton in Feb'y, 1881; I have lived in Montgomery county since 1859; I know Major Latta and Mr. Moore, but do not know the other parties to this suit.

Cross-examined:

I cannot say how much of this cotton I raised; I did not gin the cotton myself; I do not know what became of the cotton after I sold to Mr. Moore; when the cotton was sampled at Hot Springs the sample was taken from the surface of the bale.

Re-examined:

The cotton was ginned and baled at Robert Porter's gin.

H. P. COGBURN.

Subscribed and sworn to before me, this 25th day of October, 1882.

[SEAL.] JAS. G. ALLEN,
Notary Public.

276 J. A. BROWN, being duly sworn, deposes and says: I am 40 years of age; reside in Garland county, Arkansas, and have resided where I now do since 1867; I know Major Latta and Mr. Moore, but do not know either of the other parties to this suit. In the cotton season commencing in the fall of 1880 and ending in the spring of 1881 I sold Walter A. Moore, one of the plaintiffs, six bales of cotton, all of which I raised and gathered; it was all good cotton—white, not stained; it was better cotton than is usually raised in this country; it was a better cotton year; it was a dry late fall; the crop was light, but the quality good; I gathered this cotton carefully and handled it neatly, keeping in dry pens, until I hauled it to the gin; it was ginned and baled at J. J. Johnson's gin, and it — well handled there; they were very particular with it, as they were with everybody's cotton. I sold Mr. Moore one of the
277 bales on the 13th day of December, 1880, according to my present recollection; it was on or about that day, at any rate; I had to raise some money, and I went to the gin with my wagon on the day before I sold it, and then I had to wait nearly all day for them to get it ginned and baled; I helped them to bale it, and also another bale, which I sold to Hudgins; it was put up well, and out of one kind of cotton—no mixed cotton in it, or the other either; nor was there anything but cotton in it, or the other either; I had no mixed cotton that year.

Cross-examined:

I do not know what became of the cotton after I sold it to W. A. Moore; the cotton was sampled at Hot Springs, and the sample was taken from the surface.

J. A. BROWN.

Subscribed and sworn to before me, this 25th day of October, 1882.

JAS. G. ALLEN,
Notary Public.

278 J. R. HOLCOMB, being duly sworn, deposes and says: Am 58 years of age, and reside in Garland county, Arkansas; my business is merchandizing and renting my farm; I know all the parties to this suit except Peper. In the cotton season beginning in the fall of 1880 and ending in the spring of 1881 I sold the plaintiff Moore four or five bales of cotton; I bought the cotton in the bale from my neighbors; I didn't cut any of the bales; I would just pull out a little of it with my fingers; it was ginned near by; it was all good as far as I could see or judge, but one bale, and bought and

sold as good except that one bale, which I bought and sold as poor cotton, and at a poor price; this poor bale I sold to Mr. Moore some time in the first part of May, as I recollect I bought it in the spring; one of the bales, weighing 558 pounds, which I sold to Mr.
279 Moore, belonged to Mr. Bowman, and I sold it for him, and not as my own; I didn't have any bale that large.

Cross-examined:

One of the bales I sold to Mr. Moore had been laying in the rain and mud, and was supposed to be injured. I sold it at 6c. per lb.

J. R. HOLCOMB.

Subscribed and sworn to before me, this 25th day of October, 1882.

[SEAL.] JAS. G. ALLEN,
Notary Public.

There being insufficient — to complete the taking of the depositions, further taking, by consent of parties, continued until October 26th, 1882.

Pursuant to adjournment the taking of the depositions in this cause is resumed, this 26th day of October, 1882, at 10 o'clock a. m.

A. H. PALMER, being first duly sworn, deposes and says:

I am forty years of age; reside in Pike county, Arkansas,
280 and have for about sixteen years; my business is farming and merchandizing. In the cotton season beginning in the fall of 1880 and ending in the spring of 1881 I sold Walter A. Moore, one of the plaintiffs in this case, several bales of cotton, about twenty-five, as well as I recollect; it was about middling cotton; I would think, would class middling; it was all good; I did not sell him any sorry cotton that season; none of it was stained. It was a late fall, and we had no stained cotton, nor was it mixed or seedy. Most of the cotton was raised on my farm, and it was nicely handled. My recollection is that I bought about five or eight of the bales, which were put at the same gin as that I raised; I weighed all of the cotton I sold to Mr. Moore before I sold it to him; I weighed it correctly, and on correct scales, and my recollection is that Moore's
281 weights, when I sold to him, corresponded with mine. We brought the cotton to Mr. Moore in covered wagons; some of it may have gotten a little damp from rain sifting through the sheets, but Moore made deductions for this. It was perfectly dry when I weighed it. My recollection is that two of the bales were damp, and the weigher wanted to knock off more than I thought right, thus reducing it below my weights, and I objected, and Mr. Moore, with whom I had done considerable business, and with whose weights mine had all along corresponded, agreed to have it at just such reduction as brought it to my weights, and did so. If that cotton had been properly handled and stored it would not have lost anything from those weights between the sale to Moore and the 2nd June following, or at least very little, not more than three pounds to the bale, and perhaps nothing. It was all handled alike, with

like care, from the baling of it until Moore bought it. Major
282 Latta and Mr. Moore are the only parties to this suit with whom I am acquainted.

Cross-examined:

The lot of cotton I sold to Mr. Moore I bought between five and eight bales from other parties. The cotton sampled at Hot Springs was surface sample. I do not know what became of the cotton after I sold it to Mr. Moore. I sold no cotton that year at a reduced price. This cotton was raised in a mountainous country.

A. H. PALMER.

Subscribed and sworn to before me, this 26th day of October, 1882.
[SEAL.] JAS. G. ALLEN,
Notary Public.

There being insufficient time to complete the taking of depositions herein on this day, the same is, by consent of parties, adjourned until the 27th day of October, 1882, at ten o'clock a. m.

JAS. G. ALLEN,
Notary Public.

283 Pursuant to adjournment, the taking of the depositions in this cause is resumed this 27th day of October, 1882, at ten o'clock a. m.

S. W. DIFFIE, being duly sworn, deposes and says: I am 25 years of age; my business is farming; I reside in Hot Springs county, Arkansas, and have all my life; I know none of the parties to this suit except plaintiff, W. A. Moore. In the fall or winter of 1880 I sold plaintiff Moore two bales [of] cotton which I raised and gathered on my farm. It was good cotton—as nice as I ever raised. It was not stained, and was kept in good condition, and thoroughly protected against the weather. The year 1880 the cotton was of unusually good quality in this section of the country. I don't think there was any stained cotton in this part of the country that
284 year; if there was any, there was but very little. The fall was a very late and dry one. I don't understand classifying cotton as commission merchants do it, but that cotton would class well anywhere. It was raised on uplands. I don't recollect how Moore sampled it when I sold it to him.

Cross-examined:

The cotton was sampled when purchased by Mr. Moore of me, and sample taken from the surface of the bale. There could have been stained cotton in my section of country that cotton season which I did not see. If I saw any stained cotton that season it was very little—did not amount to anything. I did not undertake that season to find out whether there was any stained cotton or not. My information was based on what I happened to see riding about and lateness of the fall.

S. W. DIFFIE.

Subscribed and sworn to before me, this 27th day of October, 1882.
JAS. G. ALLEN,
Notary Public.

285 J. J. JOHNSON, being duly sworn, deposes and says: I am forty-five years of age; reside in Garland county, Arkansas, where I have lived for the past thirteen years; my business for the past twelve years has been farming, running cotton gin and grist mill. I know Major Latta and Mr. Moore, but do not know the other parties to this suit. In the fall and winter of 1880, and probably early in 1881, I sold plaintiff Moore some cotton of my own, about twenty bales, and of my neighbors', whose cotton I ginned, about thirty bales, perhaps more. It was the best lot of cotton I ever handled. I don't understand classing cotton in the way commission merchants class it, but it was first-class cotton for Arkansas, and would class well anywhere. Cotton that year was better in quality than usual; the fall was dry, and frost came late. I ginned that season two hundred bales or upwards. I saw no stained
286 cotton that season. If there was any stained cotton in this section that season, it was mighty little. The cotton that I sold Moore that season, as well for myself as for my neighbors, was carefully handled as it could be; it was kept perfectly dry, and I don't think it could have lost in weight by laying in storage until June 2d, 1881. It could have lost but ltttle, if any. It was weighed carefully on Fairbanks' cotton scales, both at the gin and at Moore's store, when I sold it to him. It weighed all that Moore paid or allowed me for. The scales were correct, his and mine agreeing. I always attend and supervise personally the putting up of cotton at my gin. There was not a bale of cotton water packed, sand packed, seed packed, or seedy or dusty or mixed, put up at my gin that season. I never did have a bale [of] cotton dishonestly or im-
287 properly packed or put up at my gin or elsewhere for myself or any one else. Moore sampled the cotton by cutting the baling with a knife on the sides and grabbing in with his fingers as far as he could.

Cross-examined:

The cotton I sold Mr. Moore was raised on upland in mountainous country. I don't know what became of the cotton after I sold it to Mr. Moore. The cotton was sampled by Mr. Moore on the surface. I only raised four or five bales [of] this cotton; the balance I purchased from other parties and got as toll. The bigger portion of the cotton delivered in Hot Springs was delivered in dry weather.
J. J. JOHNSON.

Subscribed and sworn to before me, this 27th day of October, 1882.
[SEAL.] JAS. G. ALLEN,
Notary Public.

There being insufficient time to complete the taking of
288 depositions herein this day, the same is, by consent of par-

ties, adjourned until the 28th day of October, 1882, at 10 o'clock a. m.

JAS. G. ALLEN,
Notary Public.

Pursuant to adjournment, the taking of depositions in this —— is, on the 28th day of October, 1882, at the same place, at ten o'clock a. m., resumed.

PRESTON BAILEY, being duly sworn, deposes and says: I am twenty-eight years of age; reside in Garland county, Arkansas; I know all the parties to this suit, except Mr. Peper; I keep a wagon yard and livery stable; in the cotton season of 1880 and 1881 I sold the plaintiff, Moore, two bales of cotton for myself and eight or ten for other parties; I sold some for Mr. J. J. Johnson, and some for the Wilsons; all the cotton I sold to Mr. Moore was good cotton; I sold one
289 that was not considered good to Mr. Little; if any of the cotton I sold to Moore had been rained on, I don't recollect it; I don't think any of it was docked; it was weighed on Mr. Johnson's cotton scales and on Mr. Moore's cotton scales; I saw the cotton weighed, and if it was not weighed correctly I did not know it; I think it was.

Cross-examined:

I did not see the cotton put up I sold for other parties; I sold one bale that was not pronounced good cotton that year; the cotton was raised in a mountainous country; cotton was sampled at Hot Springs; the side of the bale was cut and the sample taken out; don't know whether this cotton was shipped to D. P. Rowland & Co. or Peper & Co., of St. Louis, or to whom it was shipped; never heard of any water-packed cotton being put up in my section of the country.

Re-examined:

The cotton was raised in valleys and on streams between the mountains; known as bottom and upland.

290 PRESTON BAILEY.

Subscribed and sworn to before me, this 28th day of October, 1882.
[SEAL.] JAS. G. ALLEN,
Notary Public.

WM. B. SEAY, being duly sworn, deposes and says: I am fifty-two years of age; reside in Montgomery county, Arkansas; I know all the parties to this suit, but Peper; my business has been for the past ten or twelve years merchandizing, running cotton gin, and milling; in the cotton season beginning in the fall of 1880 and ending in the spring of 1881 I sold and shipped through plaintiff Moore, forty or *forty* bales cotton; I think I sold him all but ten bales of it; I considered it good cotton; it was better than any I had ginned before or have ginned since; I don't recollect whether it was stained or not; it was not yellow, and if there was any stain at all on it, it was very little;

I don't recollect whether this was or was not stained cotton
291 that year; I ginned that year about two hundred and thirty bales; none of the cotton I let Moore have that year, or shipped through him that season, was soiled, dirty, sand-packed, water-packed, nor plated. This cotton was all put up at my gin, and it was honestly and properly put up. Some of it was exposed to rain, being brought to market, but when weighed it was docked by Moore and brought down to the gin weight. I always weighed it at the gin carefully and correctly before it was exposed to any rain whatever, both my scales and Moore's were correct; they tallied with other cotton scales here. I cannot say whether cotton generally will lose in weight by being stored; there was nothing in my knowledge to cause that particular cotton to lose in weight, and it couldn't honestly have lost much. All the cotton I ginned that season was good.

My recollection is that the cotton in 1880 was good generally
292 in this section. The fall was dry and late, and when that is the case the cotton is good. None of the cotton I sold to Moore or shipped through him was seedy.

Cross-examination:

I got returns for the cotton on my ac. with Moore as a credit; I don't remember the price paid for the cotton. I refer to the ten bales cotton I shipped through Mr. Moore. I do not know who the cotton was shipped to. There was a difference in the price of some of the cotton I sold to Mr. Moore; some of the bales might have sampled different from the others.

All the sales made by me to Mr. Moore were made in lots; he never paid me different prices for different parts of the same lots of cotton, but paid me one price for each lot as sold by me to him, according to the grade. The cotton was raised in a mountainous or upland country. I am not interested in the result of this suit; no, I
293 would not receive an additional sum for the ten bales of cotton I shipped through Mr. Moore, having already got credit for it.

Re-examined:

1 Question. Do you understand the grading or classing of cotton?

Answer. I do not.

2 Question. When you sold this cotton to Moore, did you grade or class it, or say anything about the grade or class?

Answer. He sampled it, and said it was worth so much, but said nothing about a grade or class.

3 Question. Could you tell any difference in the quality of this cotton you sold him?

Answer. No, sir.

4 Question. Was the difference in the price at which you sold to Moore covered by the fluctuations of the market, or quality of the cotton?

Answer. I cannot say.

5 Question. Could you detect any difference in the quality of that cotton?

Answer. I could not.

6 Question. Was some of the cotton better than other cotton?

294 Ans. I reckon it was, but I could detect no difference to amount to anything.

7th Question. Do you recollect when you would sell him a lot of cotton whether he would pay you the same price per pound for each bale of that lot or not?

Answer. He put it all at the same price to my recollection, but he might have made some difference.

7½ Question. Of the cotton you let Moore have could you, by examining the lint, have selected one bale as being better than another?

Answer. I could not; I could tell nothing about the quality of the lint.

8 Question. Did or did not the price of cotton generally fluctuate during the time you were selling the different lots to Moore?

Answer. It did.

W. B. SEAY.

Subscribed and sworn to before me, this 28th day of October, 1882.

[SEAL.] JAS. G. ALLEN,
Notary Public.

295 There being insufficient time to complete the taking of depositions herein on this day, the same is, by consent of parties, adjourned till the 31st day of October, 1882, at ten o'clock a. m.

JAS. G. ALLEN,
Notary Public.

Pursuant to adjournment the taking of the depositions in this cause is resumed this 31st day of October, 1882, at ten o'clock a. m.

F. O. BROWN, being duly sworn, deposes and says: I am thirty-six years of age; I reside in Clark county, Arkansas, but in 1880 I resided in Garland county. I know all the parties to this suit, except Peper. In the fall of 1880 I sold about twenty bales cotton in Hot Springs, the most of it to plaintiff Moore. It was all good cotton for this country; splendid lint. It was a late fall, cotton did well, and matured well, and was not stained. I bought this

296 cotton, and was very cautious about the weights. It was correctly weighed when I sold to Moore. It was weighed twice, and the weights corresponded. I never held cotton in storage long enough to know whether it will lose weight in storage. My remembrance is that it was all dry cotton. I should not have lost in weight unless cotton generally loses by storage.

Cross-examined:

I don't know what became of that cotton after I sold it to Mr. Moore. I can't state exactly how many bales cotton I sold to Mr

Moore. I can't state particularly it was all dry cotton, but my recollection is that it was.

F. O. BROWN.

Subscribed and sworn to before me, this 31st day of October, 1882.

[SEAL.] JAS. G. ALLEN,
Notary Public.

There being insufficient time to complete the taking of depositions herein on this day, the same is, by consent of parties,
297 adjourned until the 1st day of November, 1882, at ten o'clock a. m.

JAS. G. ALLEN,
Notary Public.

Pursuant to adjournment, the taking of depositions in this cause is resumed this 1st day of November, 1882, at ten o'clock a. m.

A. J. McDANIEL, being first duly sworn, deposes and says:

My age is thirty years; I am a farmer, and reside in Garland county, Arkansas; I am acquainted with plaintiff Moore and the defendant Latta, but not with the other parties to this suit. I sold plaintiff Moore, in the fall and winter of 1880, two bales of cotton on my individual account; it was as good cotton as I ever raised or handled in any way. I raised and gathered and ginned and baled that cotton. It was handled nicely and kept dry. I weighed
298 it at the gin, and Mr. Moore weighed it here—that is, he had it weighed here when I sold it to him. The scales were correct, and it was correctly weighed. I sold both bales to him at the same time. The cotton in them was gathered, ginned, baled, and treated throughout the same way. The seed cotton was put in one lot, ginned into the same lint room at the same time, and the two bales made out of it. The cotton in them was the same cotton; there was no difference between them.

They were hauled to town on the same wagon, at the same time, by me, and sold to Moore before they were taken off the wagon. They were not wet, and there was no wet cotton in them, nor was either of them mixed cotton or stained. There could not have been anything to make these bales or either of them loose in weight by storage. N. N. Lester and I sold Mr. Moore, in the same season, some partnership cotton, three or four bales, I think. We
299 have a gin in partner[ship], and we got that cotton as toll. The neighbors would bring in their cotton to gin, and we would weigh out our toll and throw it in a stall promiscuously, and after we got done ginning for our neighbors we ginned and baled that for ourselves out of the toll we had taken. It was all good cotton and all the same quality cotton, no mixed cotton among them. It was weighed correctly, both at the gin and when sold to Mr. Moore; that is, all of them I saw sold, and I think I saw all of them sold. I know of nothing that could have caused any of these bales to loose in weight, I don't think I saw any stained cotton. I

attended and fed the gin that year, and handled all the cotton that was ginned there.

Cross-examination waived.

A. J. McDANIEL.

300 Subscribed and sworn to before me this 1st day of November, 1882.

[SEAL.] JAS. G. ALLEN,
Notary Public.

N. N. LESTER, being duly sworn, deposes and says: I am forty-nine years of age; reside in Garland county, Arkansas. Major Latta and Mr. Moore are the only parties I know to this suit. I heard Mr. A. J. McDaniel's testimony about the partnership or toll cotton, three or four bales sold by us to Mr. Moore in the cotton season of 1880 and 1881, and I fully concur in all his statements about it.

I sold Mr. Moore a few bales of cotton on my individual account; don't remember the number; it was all good cotton, and was carefully and nicely handled. It was dry when I sold it to him, as was also the partnership or toll cotton of Mr. McDaniel and my-
301 self. It was kept dry before it was baled, and not rained on afterwards, either at the gin or on the road to town. After baling cotton we always kept it under good cover until we start to market. I don't think there was any stained cotton of the crop of 1880 in this section of country. I never saw any. McDaniel, A. J., and I have a cotton gin in partnership.

Cross-examination waived.

N. N. LESTER.

Subscribed and sworn to before me, this 1st day of November, 1882.

[SEAL.] JAS. G. ALLEN,
Notary Public.

There being insufficient time to complete the taking of depositions herein on this day, the same is by consent of parties adjourned until the 2nd day of November, 1882, at ten o'clock a. m.

JAS. G. ALLEN,
Notary Public.

302 Pursuant to adjournment the taking of the depositions in this case is resumed, this 2nd day of November, 1882, at 10 a. m.

B. LAMBERT, being duly sworn, deposes and says: I am fifty years of age, and I reside in Clark county, Arkansas. Of the parties to this suit I know W. A. Moore only. In the fall and winter of 1880 I sold W. A. Moore some cotton—eight bales to the best of my recollection. Some of it may have been sold in January or February, 1881, but I think not. It was all good cotton, what I would call first-class, and it was carefully handled and dry, no stains or mixing

among it. Cotton was unusually good in quality that year, and opened early, the fall being unusually dry. I am a farmer, and run a cotton gin for the public, and handled and ginned this
303 cotton, but can't say whether I raised it or not. I don't know exactly about classing cotton, but it was the best quality we have in this country.

Cross-examined:

This cotton was raised in the mountainous portions of Clark county.

Mr. Moore, when he bought the cotton, sampled it from the surface. I do not know what came of it after he bought it.

B. LAMBERT.

Subscribed and sworn to before me this 2nd day of November, 1882.

[SEAL.] JAS. G. ALLEN,
Notary Public.

There being insufficient time to complete the taking of depositions herein on this day, the same is by consent of parties adjourned until the 3rd day of November, 1882, at ten o'clock a. m.

JAS. G. ALLEN,
Notary Public.

304 Pursuant to adjournment the taking of depositions in this cause is resumed this 3rd day of November, 1882, at ten o'clock a. m.

W. M. MEREDITH, being first duly sworn, deposes and says: I am fifty-five years of age; reside in Montgomery county, Arkansas; have resided there thirty-two years. I am a farmer. In the cotton season of 1880, ending in the spring of 1881, I sold to W. A. Moore, one of the plaintiffs in this case, four bales cotton. It was all good cotton; none of it stained; the fall of 1880 was late and dry. Of the parties to this suit, I know Major Latta and Mr. Moore only.

Cross-examined:

This cotton was raised in a mountainous part of Montgomery county. The cotton was sampled when sold in Hot Springs. I don't know what became of the cotton after I sold it.

Re-examined:

305 This cotton was raised on creek bottoms and in valleys—good land worth fifty dollars an acre.

W. M. MEREDITH.

Subscribed and sworn to before me, this 3d day of November, 1882.

[SEAL.] JAS. G. ALLEN,
Notary Public.

E. A. MCTIGRIT, being duly sworn, deposes and says: My age is

fifty-four years; reside in Hot Springs county, Arkansas; I am a farmer; I know none of the parties in this suit except W. A. Moore; in the winter of 1880 I sold to W. A. Moore a bale of cotton at 11c. per lb.; it was nice cotton; it was the best cotton I ever brought to Hot Springs; it was ginned and baled by M. O. Couch; it was neither stained, water-packed, nor sand-packed; it was weighed at Couch's gin, and at Moore's, when he bought it. correctly; it was dry, and weighed all he allowed me for it; it was kept dry
306 until I sold it to Moore; it was picked early and nicely handled all the way through; there was no dirt or sand in it; the fall was dry and late, and cotton that year was unusually good in quality in this section.

Cross-examined:

This cotton was raised on high valley lands. Moore just cut out the sides of the bale and sampled it by pulling out lint with his fingers, what you might call surface sampling. I don't know what Moore did with the cotton.

E. A. McTIGRIT.

Subscribed and sworn to before me, this 3rd day of November, 1882.
[SEAL.] JAS. G. ALLEN,
Notary Public.

J. B. HILL, being duly sworn, deposes and says: I am forty-six years of age; reside in Hot Springs county, Arkansas, and have for eleven years; of the parties to this suit I know Major
307 Latta and Mr. Moore only; in the cotton season beginning in the fall of 1880 and ending in the spring of 1881 I sold the plaintiff, Moore, two bales of cotton; it was good cotton; I raised and gathered it; it was gathered early and was handled nicely and carefully; the cotton was of the same kind, raised in the same field, and all handled alike; it was all the same cotton, no stains nor mixture in either bale.

Cross-examined:

The cotton was sampled in Hot Springs from the sides; surface sampling; I do not know what became of the cotton after I sold it; the cotton was raised in hilly country, uplands.

J. B. HILL.

Subscribed and sworn to before me, this 3rd day of November, 1882.
[SEAL.] JAS. G. ALLEN,
Notary Public.

308 There being insufficient time to complete the taking of depositions herein, on this day the same is, by consent of parties, adjourned until the fourth day of November, 1882, at ten o'clock a. m.

JAS. G. ALLEN,
Notary Public.

Pursuant to adjournment, the taking of the depositions in this cause is resumed, this fourth day of November, 1882, at ten o'clock.

G. W. GRAY, being first duly sworn, deposes and says: I am fifty-seven years of age; reside in Montgomery county; have lived there twenty-four years; my business is the practice of medicine and farming; I have a cotton gin on my farm, which is run for the public; Mr. Daniel G. Junier ginned and baled cotton there for the public in the fall and winter of 1880 and 1881, that is, in January
309 or February, 1881; there was considerable cotton ginned and baled there that season, some hundred and fifty or hundred and eighty bales; Mr. J. B. DeVaughan bought a great deal of cotton in the seed that year, and Mr. Joiner ginned and put it all up for him on my gin; I was there as often as every other day, or twice a week at least during the season; he ginned for many people, for which he took toll out of their cotton; he runs the gin on shares with me, he furnishing teams and labor and I getting one-third of the toll; Mr. Joiner & I sold Mr. Moore, the plaintiff in this suit, about thirty bales of cotton that season; it was good cotton, not stained nor mixed; some of it we raised individually, and some of it was toll cotton taken out of the crops of the different people who had their cotton ginned; and my gin is a Gullett gin with a
310 steel breech, and takes out whatever dust, moats, or foreign matter that might be in the cotton; it puts up the best article of cotton or sample; I did not see any bad cotton that season, and there was none among this toll cotton; J. B. DeVaughan's cotton was also clear, good cotton; it was considered first-class cotton for this country; there was no sand pack, water pack, or plated cotton put up at my gin; if a man was to come and want to water or sand his own cotton at my place he shouldn't do it; I would make him leave.

Cross-examined:

This cotton was raised in mountainous country; the sample was taken from the outside of the bale, and was sampled at Hot Springs, when I sold it to Mr. Moore; do not know what became of the cotton after I sold it; I never knew of any cotton being water packed in Montgomery county, but have heard of it.

311 (Objected to by plaintiffs, so far as it stated that witness had heard of cotton being water packed.)

G. W. GRAY.

Subscribed and sworn to before me, this 4th day of November, 1882.
[SEAL.] JAS. G. ALLEN,
Notary Public.

JEFF. COLLIER, being first duly sworn, deposes and says: I am sixty-two years of age; reside in Montgomery county, Arkansas; am a farmer. Of the parties in this suit I am acquainted with Mr. Moore and Latta only. I think I sold Mr. Moore, plaintiff, seven or eight bales of cotton in 1880. It was good cotton. I raised and picked all but one bale, and I know positively it was all good cotton. There was very little poor cotton that year.

Cross-examined:

The cotton was raised in Montgomery county, a mountainous country, sampled at Hot Springs, when I sold to Mr. Moore
312 from sample. Do not know what become of it after I sold it.

JEFF. COLLIER.

Subscribed and sworn to before me, this 4th day of November, 1882.

[SEAL.] JAS. G. ALLEN,
Notary Public.

J. L. PIERCY, being duly sworn, deposes and says: I am thirty-three years of age; am a farmer; and reside in Garland county, Arkansas, but lived in Hot Springs county, in 1880. Of the parties to this suit I know Major Latta and Mr. Moore only. I sold W. A. Moore, in the cotton season commencing in the fall of 1880 and ending in the spring following, four or five bales of cotton, which I raised and gathered myself in Hot Springs county, Arkansas, and had ginned and baled at M. O. Couch's gin. It was all good cot-
313 ton, clear and free from stains, no mixed cotton among it. It was all the same quality of cotton.

Cross-examined:

The country in which this cotton was raised was mountainous. It was sampled at Hot Springs, but I can't tell how, nor what became of it after I sold it.

J. L. PIERCY.

Subscribed and sworn to before me, this 4th day of November, 1882.

[SEAL.] JAS. G. ALLEN,
Notary Public.

JOHN LATTA, being first duly sworn, deposes and says: I am fifty-six years of age; reside in Montgomery county, Arkansas, where I have lived for the past ten years; am a farmer; in the fall and winter of 1880 I sold W. A. Moore, the plaintiff, seven or eight bales of cotton; it was all clear, good cotton, no mixed or stained
314 among it; it was all raised and gathered on my place; it was carefully handled; I saw to the bailing of it myself; it was kept dry, and weighed all Mr. Moore allowed me for it; cotton that year was unusually good; of the parties to this suit I know Mr. Latta and Mr. Moore.

Cross-examined:

The cotton sold to Mr. Moore was raised in a mountainous country; it was sampled at Hot Springs, and my impression is it was a surface sample; cannot state what became of the cotton after I sold it.

JOHN LATTY.

Subscribed and sworn to before me, this 4th day of November, 1882.

[SEAL.] JAS. G. ALLEN,
Notary Public.

J. N. WASSON, being first duly sworn, deposes and says:

315 My age is thirty-three years; reside in Montgomery county, Arkansas, where I have lived for the past eighteen years; am a farmer and merchandizer in Black Springs; in the cotton season of 1880 I sold plaintiff, W. A. Moore, one bale of cotton; it was good cotton, clear and nice; I raised and gathered it myself, and it was kept dry and nicely handled; he paid me 11¼c. per pound for it; it was neither stained or mixed cotton; I knew Mr. Latta and Moore, but not the other parties to this suit.

Cross-examined:

The bale was sampled from the surface when I sold it to Mr. Moore; don't know what became of it after I sold it.

J. N. WASSON.

Subscribed and sworn to before me, this 4th day of November, 1882.

JAS. G. ALLEN,
Notary Public.

316 H. F. HALL, being first duly sworn, deposes and says: My age is forty-two years; reside in Garland county, Arkansas; have lived where I now do about six years; am a farmer; Mr. Moore and Latta are the only parties I know to this suit; in the cotton season of 1880 and 1881 I sold to plaintiff Moore three or four bales [of] cotton; it was all good, clear cotton—dry, and no stains or mixed; I raised it on my farm; it was nicely handled; put up on Bud Thornton's gin.

Cross-examined:

Don't know what became of the cotton after I sold it to Mr. Moore.

H. F. HALL.

Subscribed and sworn to before me, this 4th day of November, 1882.

[SEAL.] JAS. G. HALL.

317 ABE PHILLIPS, being first duly sworn, deposes and says: My age is thirty-four years; reside in Hot Springs county, Arkansas, and have for six or eight years; in Feb'y, 1881, I sold to W. A. Moore a bale [of] cotton; it was good cotton; it was not sand-packed, water-packed, plated, or seeded; the cotton crop of 1880 was good cotton for quality; I raised, gathered, and helped to bale it; it was nicely handled throughout.

Cross-examined:

The cotton was raised in a mountain country. I don't know what became of the cotton after I sold it to Moore. Moore sampled it from the surface.

A. F. PHILLIPS.

Subscribed and sworn to before me, this 4th day of November, 1882.

[SEAL.] JAS. G. ALLEN,
Notary Public.

There being insufficient time to complete the taking of depositions herein on this day, the same is, by consent of parties, adjourned until the 8th day of November, 1882, at 10 o'clock a. m.

JOHN G. ALLEN,
Notary Public.

318 Pursuant to adjournment, the taking of the depositions in this cause is resumed this 8th day of November, 1882, at ten o'clock a. m.

G. W. D. JOHNSON, being first duly sworn, deposes and says:

I reside in Montgomery county, Arkansas, where I have lived for the past nine years. My age is forty-seven years. I know Major Latta and W. A. Moore, but neither of the other parties to this suit. In the cotton season from the fall of 1880 until the spring of 1881 I sold plaintiff Moore three bales of cotton. It was good, clear cotton; it was picked out rather early, and was kept dry from the time it was picked out of the boll until I sold it to plaintiff Moore. It was as good cotton as I ever handled, and I have been accustomed to cotton ever since I can remember. None of this cotton was stained.

319 I don't think there was any stained cotton in our section that year. The cotton was weighed on Fairbanks' cotton scales by Mr. Moore correctly, as far as I could judge. I think he weighed it correctly. The scales seemed to be correct. The cotton was perfectly dry then, and I don't see how it could fairly have lost in weight afterward.

Cross-examined:

This cotton was raised in a mountainous country, but in the Ouachita river bottom. It was sampled by Mr. Moore by cutting into the sides and pulling the lint from surface of the bale. I do not know what Moore did with the cotton after he bought it.

G. W. D. JOHNSON.

Subscribed and sworn to before me, this 8th day of November, 1882.

[SEAL.] JAS. G. ALLEN,
Notary Public.

M. L. ANDERSON, being first duly sworn, deposes and says:

320 I am forty-five years of age; reside in Montgomery county, Arkansas; have lived there about twenty-four years past; am a farmer; the only parties to this suit I am acquainted with are Major Latta and Mr. Moore; in the fall of 1880 I sold plaintiff, W. A. Moore, two bales of cotton; it was good first-class cotton; nice white cotton; no stains, no dust, or trash, or anything but clear cot-

ton in the two bales; I picked the cotton early, and was present when it was ginned. The cotton in 1880 was good—the best year we had for gathering cotton, the frost being late and the bolls dry. The cotton was weighed twice, once at the gin and by Mr. Moore. The gin weight corresponded with Mr. Moore's. The cotton was kept dry—not wet from the time it was picked from the bolls until it was sold. I knew of no reason why the cotton should have lost in weight by being stored until June 16, '82.

321 Cross-examined:

The cotton was raised in a mountain country. The cotton was sampled by Mr. Moore by cutting in the side. I do not know what became of the cotton after I sold it to Mr. Moore.

M. L. ANDERSON.

Subscribed and sworn to before me, this 8th day of November, 1882.

[SEAL.] JAS. G. ALLEN,
Notary Public.

There being insufficient time to complete the taking of depositions herein on this day, the same is, by consent of parties, adjourned until the tenth day of November, 1882, at ten o'clock a. m.

JAS. G. ALLEN,
Notary Public.

Pursuant to adjournment, the taking of the deposition in this cause is resumed this tenth day of November, 1882, at ten o'clock a. m.

322 R. B. SLOAN, being first duly sworn, deposes and says: I am thirty-eight years of age; reside in Pike county, Arkansas, where I have lived for the past ten years; am a farmer; W. A. Moore, plaintiff, is the only one I know of the parties to this suit. During the cotton season of 1880—that is, the fall of 1880—I sold to plaintiff Moore four bales of cotton; it was good, clear, white cotton, no stained nor mixed. I know of no stained cotton that year. The fall was late and dry—the best for gathering cotton I have ever known. The cotton I sold Mr. Moore was nicely handled; kept dry and clean.

Cross-examined:

The cotton was raised in Pike county. I did not raise it; it was raised on my uncle's place; two bales of it was ginned at Wusner's gin, and two more baled on Baker's gin. Did not see it all ginned, but saw the cotton just before it was ginned, and just after.

323 Do not know what became of the cotton after I sold it to Moore.

R. B. SLOAN.

Subscribed and sworn to before me, this 10th day of November, 1882.

[SEAL.] JAS. G. ALLEN,
Notary Public.

There being insufficient time to complete the taking of depositions herein on this day, the same is, by consent of parties, adjourned until the 13th day of November, 1882, at ten o'clock a. m.

JAS. G. ALLEN,
Notary Public.

Pursuant to adjournment the taking of the depositions in this cause is resumed this 13th day of November, 1882, at ten o'clock a. m.

P. CRAIG, being first duly sworn, deposes and says:

I am forty-nine years of age; reside in Polk county, Ar-
324 kansas, where I have lived for the past four years; am a farmer. W. A. Moore is the only one of the parties to this suit.

In the cotton season of 1880 and 1881 I sold the plaintiff Moore some four or more bales cotton; it was all good cotton; not any of it stained; it was all picked out before the frost, and was kept dry; from time to time it was picked from the boll until I sold it to Moore; it was nicely handled; weighed at the gin and also by Mr. Moore when I sold to him; the scales were correct and the weights corresponded; I know of no reason why the cotton should have lost by being stored until June 16th, '81, as it was perfectly dry and well put up.

The year 1880 was an unusually good year for cotton.

Cross-examined:

This cotton was raised in Polk county; it was sampled by cutting in with a knife and taking out a handful from the side; I raised the cotton; the cotton was ginned at Hudgin's gin; I did not
325 see it all ginned and baled, but it was put up in good style; don't know what became of the cotton after I sold it to Moore.

P. CRAIG.

Subscribed and sworn to before me, this 13th day of November, 1882.

[SEAL.] JAS. G. ALLEN,
Notary Public.

A. W. HAGAN, being first duly sworn, deposes and says:

I am sixty-nine years old; I reside in Scott county, Arkansas; in 1880 and 1881 I resided in Montgomery county, Arkansas, and had for several years. In April, 1881, I sold the plaintiff, W. A. Moore, two bales cotton; it was good cotton, both bales; the quality was good; not damaged in any way; it was raised on my farm in 1880, and was carefully handled and kept dry; it was ginned and baled on W. B. Seay's gin and press, in Montgomery county; it was weighed on Seay's scales correctly.

326 When I started with it to market, and up to that time, had never been wet; it was dry. It was in a rain as I brought it to Hot Springs to market, but it was covered with wagon sheets.

When I sold it Moore he docked it twenty pounds to the bale, which made it weigh less than at the gin. I am confident this cotton could not fairly have lost in weight by being stored from then until June; that is, could not have lost from the weight as docked. I sold Moore no other cotton that season. I knew Moore and Latta, but not the other parties to this suit.

Cross-examined:

I do not know what became of the cotton after I sold it to Moore. It was raised on upland.

When Moore bought it he sampled it from the side.

A. W. HAGAN.

Subscribed and sworn to before me, this 13th day of November, 1882.

327 JAS. G. ALLEN,
Notary Public.

There being insufficient time to complete the taking of depositions in this cause on this day, the further taking of them is, by consent of the parties, continued until the 14th day of November, 1882, at ten o'clock a. m.

[SEAL.] JAS. G. ALLEN,
Notary Public.

Pursuant to adjournment the further taking of these depositions in this case is on the 14th day of November, 1882, resumed at ten o'clock a. m., whereupon David Snider is introduced as a witness, and duly sworn and examined, as follows:

DAVID SNIDER, being duly sworn, deposes and says:

My age is thirty-three years; reside in Hot Springs, Arkansas. I know the parties to this suit; I was in the employment of
328 the plaintiff, W. A. Moore, in 1880 and 1881; until May, in Hot Springs. I weighed all the cotton that he bought in the fall and winter of 1880, and winter and spring of 1881, except when I might be away, when Mr. Moore, as I understood, weighed for himself. I was seldom away when cotton was to be weighed. I weighed on Moore's Fairbank's scales, which were correct. I weighed always in Moore's favor; that is, I took good rising weight. I weighed some wet cotton that year for Moore, wet by being rained on, but not a great deal; I always docked the cotton when it was wet or damp. I would use my judgment in docking it, trying always to dock it enough. I always docked it at the yard when Moore bought it; I am confident I docked it enough. When I weighed it I would put the number of the bale, that is, Moore's purchasing number on it, and I would always enter the name of the person from whom he
329 bought it, and the purchasing number and weight in a memoranda book; when I would get through weighing I would go to Moore's office, and give the name of the person from whom the cotton was purchased, Moore's purchasing number, and the weight

of each bale, which I would read from my book to the book-keeper, and he entered them on the cotton book. I always gave them in correctly; two pounds was knocked off each bale for tare. Mr. Morgan introduced me to Mr. Peper. Morgan stayed here for a week or so at a time, and he would say sometimes, "Dave, there is some more cotton to weigh; let's get all we can" I remember that he himself bought some bales for Moore, and saw me weigh it; he saw me weigh a great deal of the cotton.

Cross-examined:

I marked the cotton; the weight of it was not marked on the bale; the weight of each bale was marked on a tag, and the
330 tag attached to the bale. I put the weights on the tag; I put the same weight on the tags; the men were paid for the cotton, the net weight. I weighed fifteen or twenty bales of wet cotton; the wet cotton was divided up and shipped to D. P. Rowland & Co. and Charles G. Peper & Co. Moore was shipping cotton to both the parties, and I suppose both of them got some of the wet cotton. There was no selection in the shipments of cotton to either Rowland & Co. or Peper & Co. None of the cotton I weighed that season was muddy from transportation or otherwise that I could see. Mr. Moore seemed to be satisfied with Morgan's purchases of cotton for him.

DAVID SNIDER.

Subscribed and sworn to before me, this 14th day of November, 1882.

[SEAL.] JAS. G. ALLEN,
Notary Public.

There being insufficient time to complete the taking of
331 these depositions in this cause on this day, the further taking of them is continued, by consent, until to-morrow, the 15th day of November, 1882, at ten o'clock a. m.

JAS. G. ALLEN,
Notary Public.

Pursuant to adjournment the parties to this cause by their respective attorneys and the undersigned commissioner met to resume the taking of the depositions herein, but the attorneys being otherwise engaged, R. B. Jaggers, a witness, is duly sworn and introduced, and the further taking of these depositions is by consent continued until to-morrow morning, Nov. 16th, 1882, at ten o'clock a. m., at the same place.

JAS. G. ALLEN,
Notary Public.

Pursuant to adjournment the undersigned commissioner and the parties by their attorneys, on this 16th day of November, 1882, at ten o'clock a. m., met to resume further the further taking of the
332 depositions, but the attorneys being otherwise ——, the same

is by consent adjourned until to-morrow morning, Nov. 17th, 1882, at ten o'clock the witness, R. B. Jaggers, still on the stand.

JAS. G. ALLEN,
Notary Public.

Pursuant to adjournment the undersigned commissioner and the parties by their attorneys met at the same place this 17th day of November, at ten o'clock a. m., to resume the further taking of their depositions, but the attorneys being otherwise engaged, the same is by consent adjourned till the 18th day of November, 1882, at ten o'clock a. m., at the same place, the witness, R. B. Jaggers, being still on the stand.

JAS. G. ALLEN,
Notary Public.

Pursuant to adjournment the undersigned commissioner and the parties by attorneys met to resume the taking of these depositions on the 18th day of November, 1882, but the attorneys being
333 otherwise engaged, such further taking is by consent continued until 28th day of November, 1882, at same place and time, the witness, J. B. Jaggers, still on the stand.

JAS. G. ALLEN, *N. P.*

Pursuant to adjournment the taking of the deposition in this cause is resumed this 28th day of November, 1882, at ten o'clock a. m.

R. B. JAGGERS, being duly sworn, deposes and says:

I am thirty-three years of age; reside in Hot Springs, Arkansas, where I have lived since 1872. In the fall of 1873 I was employed as a salesman by Walter A. Moore, one of the parties to this suit, and continued in his employment as salesman from then until May 16th, 1881; I know all the parties to this suit, and also J. H. Morgan; about the month of August, 1880, J. H. Morgan came to Moore- business house in Hot Springs, Arkansas, and solicited
334 W. A. Moore to ship his cotton to Charles G. Peper & Co., St. Louis, claiming to represent them as their agent. He proposed that they would let him have what money he wanted in his business if he would ship them his cotton, and also that they would hold his cotton from low market until they could get a good price for it, or he ordered it sold; I heard him talk in this way about it quite often; I saw Morgan and Moore talking together frequently, but did not hear them make any definate arrangement; Morgan went away shortly after that, and shipped part of his cotton to Chas. G. Peper & Co., and part to D. P. Rowland & Co.; in January Charles G. Peper and J. H. Morgan came to W. A. Moore's store in Hot Springs, Arkansas, together, and Morgan told Moore they wanted additional security, that cotton had declined, and that they did not feel entirely safe, but that if he would give them additional security they
335 would advance him still all the money he needed, and they would have no further trouble about it, but that he would go

of each bale, which I would read from my book to the book-keeper, and he entered them on the cotton book. I always gave them in correctly; two pounds was knocked off each bale for tare. Mr. Morgan introduced me to Mr. Peper. Morgan stayed here for a week or so at a time, and he would say sometimes, "Dave, there is some more cotton to weigh; let's get all we can" I remember that he himself bought some bales for Moore, and saw me weigh it; he saw me weigh a great deal of the cotton.

Cross-examined:

I marked the cotton; the weight of it was not marked on the bale; the weight of each bale was marked on a tag, and the
330 tag attached to the bale. I put the weights on the tag; I put the same weight on the tags; the men were paid for the cotton, the net weight. I weighed fifteen or twenty bales of wet cotton; the wet cotton was divided up and shipped to D. P. Rowland & Co. and Charles G. Peper & Co. Moore was shipping cotton to both the parties, and I suppose both of them got some of the wet cotton. There was no selection in the shipments of cotton to either Rowland & Co. or Peper & Co. None of the cotton I weighed that season was muddy from transportation or otherwise that I could see. Mr. Moore seemed to be satisfied with Morgan's purchases of cotton for him.

DAVID SNIDER.

Subscribed and sworn to before me, this 14th day of November, 1882.

[SEAL.] JAS. G. ALLEN,
Notary Public.

There being insufficient time to complete the taking of
331 these depositions in this cause on this day, the further taking of them is continued, by consent, until to-morrow, the 15th day of November, 1882, at ten o'clock a. m.

JAS. G. ALLEN,
Notary Public.

Pursuant to adjournment the parties to this cause by their respective attorneys and the undersigned commissioner met to resume the taking of the depositions herein, but the attorneys being otherwise engaged, R. B. Jaggers, a witness, is duly sworn and introduced, and the further taking of these depositions is by consent continued until to-morrow morning, Nov. 16th, 1882, at ten o'clock a. m., at the same place.

JAS. G. ALLEN,
Notary Public.

Pursuant to adjournment the undersigned commissioner and the parties by their attorneys, on this 16th day of November, 1882, at ten o'clock a. m., met to resume further the further taking of the
332 depositions, but the attorneys being otherwise ——, the same

is by consent adjourned until to-morrow morning, Nov. 17th, 1882, at ten o'clock the witness, R. B. Jaggers, still on the stand.

JAS. G. ALLEN,
Notary Public.

Pursuant to adjournment the undersigned commissioner and the parties by their attorneys met at the same place this 17th day of November, at ten o'clock a. m., to resume the further taking of their depositions, but the attorneys being otherwise engaged, the same is by consent adjourned till the 18th day of November, 1882, at ten o'clock a. m., at the same place, the witness, R. B. Jaggers, being still on the stand.

JAS. G. ALLEN,
Notary Public.

Pursuant to adjournment the undersigned commissioner and the parties by attorneys met to resume the taking of these depositions on the 18th day of November, 1882, but the attorneys being
333 otherwise engaged, such further taking is by consent continued until 28th day of November, 1882, at same place and time, the witness, J. B. Jaggers, still on the stand.

JAS. G. ALLEN, *N. P.*

Pursuant to adjournment the taking of the deposition in this cause is resumed this 28th day of November, 1882, at ten o'clock a. m.

R. B. JAGGERS, being duly sworn, deposes and says:

I am thirty-three years of age; reside in Hot Springs, Arkansas, where I have lived since 1872. In the fall of 1873 I was employed as a salesman by Walter A. Moore, one of the parties to this suit, and continued in his employment as salesman from then until May 16th, 1881; I know all the parties to this suit, and also J. H. Morgan; about the month of August, 1880, J. H. Morgan came to Moore- business house in Hot Springs, Arkansas, and solicited
334 W. A. Moore to ship his cotton to Charles G. Peper & Co., St. Louis, claiming to represent them as their agent. He proposed that they would let him have what money he wanted in his business if he would ship them his cotton, and also that they would hold his cotton from low market until they could get a good price for it, or he ordered it sold; I heard him talk in this way about it quite often; I saw Morgan and Moore talking together frequently, but did not hear them make any definate arrangement; Morgan went away shortly after that, and shipped part of his cotton to Chas. G. Peper & Co., and part to D. P. Rowland & Co.; in January Charles G. Peper and J. H. Morgan came to W. A. Moore's store in Hot Springs, Arkansas, together, and Morgan told Moore they wanted additional security, that cotton had declined, and that they did not feel entirely safe, but that if he would give them additional security they
335 would advance him still all the money he needed, and they would have no further trouble about it, but that he would go

through easy. I don't remember whether Peper was present when Morgan was doing this talking or not, but he was here with Morgan looking after his business with Moore. I heard Morgan say to Moore that if he would give this additional security they would hold his cotton until he ordered it sold, but I don't recollect Peper saying anything of the kind, nor do I recollect that he was present when Morgan said it. Moore at that time gave them a mortgage or liens on his property, but I don't know the particulars of the matter. Moore after that continued to ship Peper & Co. cotton and to draw money upon it. Moore never, while I was with him, shipped Peper & Co. until after Morgan solicited him to do so in August, 1880.

336 Cross-examined:

I don't remember that I ever heard any conversation between Mr. Peper and Mr. Moore in regard to the shipment of cotton by Moore to Peper. Morgan first came to Hot Springs and solicited the shipment of cotton from Moore in August, 1880. I had frequent conversations with Morgan about the shipment of Moore's cotton, at some of which Moore was present, and some not. Morgan stated that if Moore would ship him his cotton Peper & Co. would advance him what money he needed in his business, and see him through, and hold his cotton. Moore was to ship half his cotton to Peper & Co., as I understood, and the other half to D. P. Rowland & Co., and Peper & Co. were to furnish all the moneys Moore needed in his business.

Question. Was Peper & Co. to furnish Moore all the money he needed in his business regardless of the quantity of the cotton
337 shipped by Moore to Peper & Co.?

Answer. I don't know; they might have had an understanding between them.

Question. Do you know the details of the business between W. A. Moore & Peper & Co. in regard to the shipment of Moore's cotton?

Answer. No; I don't know the details, only as expressed when Morgan talked to me and Moore. Moore commenced shipping cotton to Peper & Co. in the middle part of September, the beginning of the cotton season of 1880, and continued to ship to January and after that time. When Morgan came to Hot Springs, in January, with Mr. Peper, Mr. Morgan, in conversation with me, said they would have to have further security, as cotton was so low. I never heard any conversation between Morgan, Moore, and Peper when they were here in 1881. I knew nothing about any business ar-
338 rangements between them at that time, except that they had taken mortgages on some real estate and some wagons.

R. B. JAGGERS.

Subscribed and sworn to before me, this 28th day of November, 1882.

[SEAL.] JAS. G. ALLEN,
Notary Public.

ANDREW BRUON, being first duly sworn, deposes and says:

I reside in Hot Springs, Arkansas, where I have lived for the [last] nine years; am thirty-two years of age; my business is banking, being connected with the Garland County Bank; I know all the parties to this suit.

In January, 1881, I think it was, I was called upon to acknowledge some papers, deeds of trust, I think, from Moore to Major Latta, as trustee for Peper, to secure some notes from Moore to Peper. The acknowledgements were taken at Major Latta's law office. Major Latta, Peper, Moore, and Morgan, I think, were present. The
339 date for the notes to fall due, I think, had been left blank, and were then filled in. The date of their falling due was discussed and fixed. I recollect Moore saying, in effect, to Peper, "I don't suppose it will make any real difference when they will fall due as they will be extended, if not paid then." Peper said, "Oh, yes; that will be all right;" or something to that effect. They spoke of it as an amount of indebtedness which was not known, but which they were estimating, and which might have become due if cotton went down. I think Mr. Morgan suggested the dates for the falling due of the notes, and that they were written in the blanks accordingly. Peper talked to me of the matters between him and Moore before the papers were executed. His conversation was to the effect that Moore owed him some money, and he had cotton of Moore's, which Moore wished him to hold, and that he
340 wanted Moore to secure him against the decline of cotton, and that if he did so, he would hold it as long as he wanted him to, saying that he could get all the money he wanted at low rates, his father being a director of the 4th National Bank of St. Louis, which had plenty of money. Peper talked to me also after the papers were acknowledged; asked all about the value of Moore's property, and then passed off on the banking business.

Cross-examined:

In all the conversations I had with Mr. Peper about letting Moore have all the money he wanted, he stated he wanted to be secured for the money advanced, and against the decline in cotton, and then he would hold the cotton as long as Moore wanted him to. In all my conversations with Peper he stated he wanted to be safe for the money advanced to Mr. Moore, and if Mr. Moore made him safe he could get what money he needed. When the papers were executed Peper expressed himself satisfied with the security, either im-
341 mediately at the time or an hour or two afterwards. The security would justify him to hold the cotton as long as Moore wanted him to.

Question. Did you understand that Peper having this security was willing to hold Moore's cotton for indefinite time, regardless of the depreciation there might be in cotton?

Answer. I did not understand that if cotton went down to two cents a pound that Peper would consider this surety money, but I did understand he was satisfied that with this security would cover

any probable decline in cotton, and enable him to hold it any reasonable time.

ANDREW BRUON.

Subscribed and sworn to before me, this 28th of November, 1882.
[SEAL.] JAS. G. ALLEN,
Notary Public.

There being insufficient time to complete the taking of these depositions on this day, the further taking thereof is, by consent,
342 continued until the 29th November, 1882, at ten o'clock a. m., at the same place.
[SEAL.] JAS. G. ALLEN,
Notary Public.

Pursuant to adjournment the taking of the depositions in this cause is resumed this 29th day of November, 1882, at ten o'clock a. m.

BERNARD BROWN, being duly sworn, deposes and says: I am thirty-one years of age; reside in Hot Springs, Arkansas, where I have lived for the past fourteen years. I know the parties to this suit. In the summer of 1880 I was salesman in the house of W. A. Moore in Hot Springs, Arkansas. In the month of July or August, 1880, J. H. Morgan came to the business house of W. A. Moore; told me that he was the agent of Peper & Co., cotton factors and commission merchants, in St. Louis, and wanted to get Moore
343 to ship his cotton to them, and asked me to use my influence with Moore to get him to do so; he told me that they had all the money he wanted, and could do better with Moore than Rowland could do. I had known Morgan for six or eight years. On the next day Mr. Morgan and Mr. Charles G. Peper came to Moore's business house and Morgan introduced Peper to Moore, and a conversation began. Peper told Moore that they had come to get him to ship his cotton to them. Moore answered that D. P. Rowland & Co. were his cotton merchants, and had treated him cleverly, and that he was satisfied with them. Peper replied that they, he thought, could do better by him than Rowland could; that they had all the money they needed, but that Rowland had to do business on borrowed money; that they, Peper, could hold his cotton for good prices, and not sell on law market. Moore then said that that would
344 be the only inducement for him to change; that he could not not quit Rowland altogether then, but he might ship them half of his cotton. Peper said that they had all the money they wanted, and would hold the cotton as long as he wanted it held, until they ordered it sold; that they had come to get his business; that they considered him the largest cotton buyer here, and wanted him as a customer. They then went back into the office, and I heard no more that occurred between them. They talked for some little time in the office, and Morgan and Peper then went out, and Morgan, as they passed me, said to me, "I think we have everything fixed."

Cross-examined:

I do not know what final arrangements were made between Morgan, Peper, and Moore for the shipment of Moore's cotton in the office that day. I can't say what conversation took place between the parties in the office.

345 Question. Did you understand from the conversations with Morgan that Peper was to hold Moore's cotton as long as Moore wanted it held, regardless of the shrinkage in the value of cotton?

Answer. Yes, sir.

Question. If Moore had received an advance of forty or forty-five dollars on the bale, and cotton was to shrink or fall in price and be worth only thirty-five dollars a bale, was it your understanding that Peper & Co. should hold the cotton without any further security from Moore?

Answer. That question was not brought up in my presence.

Question. Was it your understanding that for the mere act of Moore shipping his cotton to Peper & Co. that they were to advance him, Moore, all the money he needed, and hold this cotton for an indefinite time?

346 Answer. My understanding was that they allow him so much on the bale like all commission merchants do, and to advance money if needed. Yes, sir, is my answer to the above question.

Question. How long had you known Mr. Morgan at that time?

Answer. Six years.

Question. Was he during all that time a sane man, and did he possess ordinary business intelligence?

Answer. Yes, sir.

Question. How long had you known Peper?

Answer. Got acquainted with him the day he was at Moore's house. It was the first time I had met him.

Question. Did he appear to be rational, and a man capable of transacting business?

Answer. Yes, sir.

BERNARD BROWN.

Subscribed and sworn to before me, this 29th day of November, 1882.

[SEAL.] JAS. G. ALLEN,
Notary Public.

THOMAS J. EVANS, being duly sworn, deposes and says:

347 My age is thirty-three years, reside in Hot Springs, Arkansas; it has been my home for the past ten years; I know the parties to this suit. In 1880, and until May, 1881, I was employed by the plaintiff, Moore, as clerk in his mercantile house in Hot Springs, Arkansas; I became acquainted with defendant, Peper, in July or August, 1880, at the business house of W. A. Moore in Hot Springs, Arkansas; I became acquainted with J. H. Morgan, his agent, at the same time; they had some conversation there with

Mr. Moore, and some also with Mr. B. Brown, but I heard none of the particulars; when they went to leave I heard Mr. Peper tell Mr. Moore to draw on him when he wanted money, and that he would give him a check then for three thousand dollars then if he wanted it. In January, 1881, Peper and Morgan were here at the business house of W. A. Moore again; while they were here at that time
348 Peper ask- me when I was coming to St. Louis, and a conversation arose between us; I asked him how matters were getting along; he said Austin Dodd, Brown's man, was trying to down Moore, but that he wouldn't let him do it; he said that he would let Moore have all the money he wanted, provided he would give him security on the balance of his; I said to him that if Moore's cotton was held until it would bring a good price he would come out all right, and he said that he would hold it until Mr. Moore ordered it sold, if Mr. Moore secured him; some two or three days afterwards, when Mr. Peper was leaving here, I asked him if everything was all right, and he said it was all fixed.

Cross-examination waived.

T. J. EVANS.

Subscribed and sworn to before me this 29th day of November, 1882.
[SEAL.] JAS. G. ALLEN,
Notary Public.

349 The further taking of these depositions is for insufficiency of time and by consent continued until November 30, 1882, ten o'clock a. m., at same place.

Pursuant to adjournment, the taking of depositions in this cause is resumed this 30th day of November, 1882, at ten o'clock a. m., at same place.

WALTER A. MOORE, being duly sworn, deposes and says:

I am forty-six years of age; reside in Hot Springs, Arkansas; it has been my home for the past seventeen years; I know all the parties to this suit; I am the plaintiff; I became acquainted with the defendant Peper in July or August, 1880; he was introduced to me by Mr. J. H. Morgan; Morgan had been to my place of business in Hot Springs, Arkansas, and also at my sleeping room, trying
350 to induce me to ship my cotton to Charles G. Peper & Co.; represented them as being a very strong company, owning a cotton compress and warehouse, and able to do better by me in storage, insurance, and interest than any house in St. Louis; I told Morgan that I was doing business with D. P. Rowland & Co., and would be unwilling to change, unless to a strong house that could and would carry my cotton over until I ordered it sold; he said that Peper & Co. were able to do this, and would do it, but that Rowland & Co. were weak, would have to borrow money to carry their customers' cotton over.

A short time after this Morgan and Charles G. Peper, the defendant, came into my business house together; Morgan introduced

Peper to me, and the same conversation was gone over. Mr. Mogan told Mr. Peper what he had stated to me they would do, and Peper said that was all right; that he would do it; that anything
351 Mr. Morgan said was all right. Mr. Peper then offered me some money; tried to get me to accept and advance of five thousand dollars; then I told him I didn't need the money then, but if I made the arrangement with him I would draw on him as I needed it.

We then had some more talk, and I finally agreed to ship them half my cotton that season, and as much more as I could consistently with my obligations to D. P. Rowland & Co., on Peper's and Morgan's positive agreement to hold it till I ordered it sold, they, Peper & Co., to advance me five thousand dollars to be drawn as I needed it to pay bills and buy cotton, and to advance me a certain amount of money on each bale as I shipped it, this amount to be governed by the value of cotton. They agreed to allow me to draw forty dollars a bale in addition to the five thousand dollars,
352 but this sum [of] forty dollars a bale was reduced afterwards as cotton declined; they finally reduced it to thirty dollars a bale. I shipped them under this arrangement nine hundred and twenty-nine (929) bales. Of this they sold sixty-seven bales in December, 1880, according to their returns to me. I received from them no further notice of sale until after June 2nd, 1881; I then received notice from them that they had sold the balance, eight hundred and sixty-two bales, on the 2nd June, 1881. In May, 1881, I received a letter from Peper & Co., which I think was attached to the papers in the injunction suit in this case, but which, if not, is lost, as I cannot find it among my papers. It stated that I owed them eight thousand dollars on open account, and unless I paid it in ten days they would sell my cotton in ten days without further notice. I telegraphed them not to sell it, and requested S. W. Fordyce, one of the plaintiffs in this suit, to call on them at St.
353 Louis and dissuade them from selling it. I had on the 16th of May, 1881, made an assignment of all my property to S. W. Fordyce for the benefit of my creditors.

Early in January, 1881, Peper and Morgan came back again to my place of business at Hot Springs, Arkansas, and complained that I had not shipped them as much cotton as they expected I would, and stated that the crop was larger than they had thought it would be, and would, in their opinion, continue to decline, making it a risk to them beyond what they had anticipated to hold my cotton. They insisted that I ought to give them security on all my property to indemnify them against such risk; that I would then owe them, if the cotton was sold, seven thousand three hundred dollars and thirty-eight cents approximately, they figuring the cotton as they pleased, and I paying no attention to it, feeling *feeling* it would not hurt me in any way to give this security
354 as it all would be subject to the final settlement between us. They said if I would give them this security they would continue to advance me on each bale as I would ship them in future, the advance to be within ten or fifteen dollars of the value at the

time of shipment, and would hold all future shipments, as well as the cotton then on hand, until I should order it sold, repeating their first agreement substantially. I assented to this, and gave them deeds of trust and mortgages on all my property to secure that sum, divided into three equal notes, the same notes, deeds, and mortgages named in the complaint in this case. I did not then in fact owe them anything, for I was not to pay them until my cotton was sold, when they were to get their money back, with interest not exceeding 8 per cent. per annum, which was the regular rate charged by other commission merchants of St. Louis, they having agreed to charge me less interest than any other house in St. Louis
355 would. They fixed the dates for the maturing of the notes, which were filled into them at Latta's office. I first objected to the giving of notes, and also to the dates. They said the mortgages wouldn't be valid without the notes, and a certain time would have to be fixed for the notes to mature, but if the notes were not paid at maturity it would make no difference, as time was not material to them. I considered the property so mortgaged and conveyed in trust worth thirty thousand dollars. The arrangement was that I was to sell portions of the property, as I could get good opportunity to do so, and send the money to them through defendant Latta. I was willing and desirous to do this, because I wanted to sell the property anyhow, and was willing they should have the money, feeling that they were all right, and it would be all straight on first settlement. I shipped them six hundred and forty-
356 eight bales of cotton after this transaction. In May, 1881, I had some paper falling due, including the first note of Peper's, and saw that I would be unable to pay them all unless I could get Peper's note extended. I tried to do this, but could not, and then made the assignment to Sam'l W. Fordyce, for the benefit of my creditors, as the best thing I could do. Morgan was here a great deal of his time during that cotton season. I have seen a telegram and some letters attached as exhibits to the deposition of Mr. Peper or Mr. Lipphardt in this case, taken at St. Louis, Mo. Mr. Southard, my book-keeper, then wrote the letters; I think I wrote the dispatch. They were written and sent at the suggestion of J. H. Morgan, who stated to me that Peper wanted to sell the cotton, and was young in business and bull-headed, and might sell the cotton, although I had an agreement with him not to sell it, and that I had better write and telegraph him, requesting him
357 not to. I don't recollect the exact wording of the telegram, but the word common was not used in it; that word should be cotton. During my whole transaction with Peper & Co. I received from them fifty-four thousand eight hundred and fifty-nine dollars and thirty-one cents, including cash paid on drafts, $45,119 81

Interest	2,605 08
Freight on 852 b. c.	3,534 20
Commissions do.	966 90
Weighing, drayage, &c	1,728 02
Insurance	905 30

The items for freight, interest, weighing, insurance, drayage, and commission are taken from Peper account sales attached to depositions taken in St. Louis in this case, except the item of interest, which is put at 8 per cent. The 67 bales cotton sold by them in December netted by their statements $3,470.05; hides, $250.57;
13 wagons, $742.10; sale of lot, $500.00; cash paid Capt.
358 Morgan, $302.41; Burtin's draft, $96.63; interest on these sums, $561.39; notes given to them, $7,732.86; gross sales of 633 bales cotton, $35,414.94; amounting altogether to $61,561.00 The items making up this sum were all received by Peper & Co. That paid to Morgan was paid him for Peper & Co., he being their agent.

In the credit to Peper, as set forth above, of $54,859.31, there is entered as an item $966.90, as commissions, which is taken from their acc. sales, which we find attached to their depositions in this case. I object to this item on account of their violating their contract with me by selling the cotton before I ordered it sold, and against my wishes. The item of weighing, drayage, storage, and repairing, $1,728.02, is taken also from their statement attached to their depositions. I object to this item, as they provided me that on
account of their owning the warehouse and cotton compress
359 they would do better by me in storage, in their charge for weighing, drayage, and storage, charging me at about the rates others charged, and in weighing they did not weigh right. In their statement attached to the deposition they charge me ten per cent interest; and I have estimated at eight per cent., the same interest that other houses in St. Louis charge.

In my charges against Peper & Co. as above set forth, amounting to $61,561.00 in the aggregate, the item of $12,490.05 being sale of 229 bale cotton, is not according to the statement of Peper attached to depositions in this case. After this suit was commenced we learned, for the first time, from Peper's deposition taken in St. Louis, that this cotton was sold in Feb'y, 1881, at 11 & ⅛ cents per pound, and this item is entered according to that sale. They reported it as sold June 2, 1881, at considerably less. I had no notice of the sale before this. (Defendants object to that part of the testimony which
360 contains statements that appear in the depositions taken in St. Louis.) The item of $35,414.94 is not in accordance with the account of sales attached to Peper's deposition. The cotton is figured here at 11½ cents per pound, being what it was worth in November, 1881, before when I would not have consented to the sale of it. Their accounts show that they sold it on the 2nd June, 1881, at considerable less, and this item is also figured at our weights. It, with the 229 bales, according to the returns or accounts attached to their depositions, lost 7,077 pounds. I mean their weight were that much short of ours. The loss on the 633 bales cotton was much greater, in proportion than the loss on the 229 bales. The loss on the 633 bales was 6,326 pounds, and the loss on the 229 bales was
only 751 pounds by our weights; the 633 bales weighed
361 307,956 pounds. Their weights on same, 301,630. Our weights on the 229 bales was 112,270. Their weights on the same

was 111,519. All the cotton I sent to C. G. Peper & Co. I bought from my customers residing in different counties in this State—Garland, Hot Springs, Saline, Montgomery, Polk, Clark, Scott, Perry—all of it coming from a distance of ten to ninety miles. I did the buying, except a few bales that Morgan bought for me at times when he was here. David Snider was my weigher, and if he happened to be out of the way I weighed it myself, and I was almost always there when he weighed it. He was a very careful and good weigher. When I weighed the cotton I would put the seller's name, then my number, then the weight, in a memoranda book kept for the purpose, and I would take that to the office and have it entered on the cotton book, where we would first enter the date of the purchase, then the name of the seller or person from whom
362 I bought, then my number, then the weight, then the price; when Dave weighed he would make the same kind of entries in the memoranda book and carry it to the office and call it off to the book-keeper or me, and it would be entered on the cotton book; he would call off the man's name from whom the cotton, the number of the bale and weight; this number was marked in big plain figures on each end of the bale, and then to prevent losing the numbers by having them torn out we would put a wire tag on each end of the bale, with the initials of W. A. M. on one side, on the other side the number, weight, and address of the party we shipped to; at the beginning of the season I would commence numbering the bales I purchased with my number, the first bale being numbered one, in rotation, continuing until in — purchased, the last bale
363 which would be numbered 1,000, if I purchased a thousand, and no more; by this numbering I could trace each bale of cotton, and if it got lost or anything turned out wrong with it, I could at once trace it and tell who I bought it from by reference to the cotton book; I saw nearly all of these entries made in the cotton book from the memoranda book, and made a great many of them myself; they were correctly made.

When Peper and other commission merchants would report a bale of cotton as sold they would designate it by my number, putting the number on their account of sales, and from this number I could tell how each bale had turned out, and the person's name from whom I had bought it.

In Peper's account of sales of my cotton attached to their depositions, taken in Saint Louis in this case, much of the cotton is reported as dirty, stained, mixed packed, water-packed, sand-
364 packed, and plated and seedy. (Defendant objects to this statement of what is contained in depositions taken in Saint Louis.) And according to their accounts some of the cotton lost as high as 150 pounds a bale; we got some of the parties from whom I purchased different bales of the cotton so reported to come here and testify as to the same, but could not get them all; some had moved away, and others we could not get service on or reach; among those whom we did get to testify as witnesses here are the following:

1. M. L. ANDERSON: The bale I bought from him was numbered

822, weighed 533 pounds here, and was reported by Peper's account short ten pounds, that is, they claimed to have sold it at 523 pounds; they reported it sold as dusty cotton; it was not dusty.

2. J. A. BROWN: The bale I bought from him was numbered 378, weighed 453 here, and was sold or claimed 451 pounds
365 as mixed cotton.
It was not mixed.

3. F. O. BROWN: The bale I bought from him was numbered 504, weighed here 541 pounds, sold, or claimed to be sold, at 532 pounds, and as stained.
It was not stained.

4. H. P. COGBURN: The three bales which I bought from him were numbered 996, 997, and 998, weighing here, respectively, 483, 488, and 488 pounds, and as having been sold by Peper & Co., and weighing 472, 483, and 475 pounds, and all sold as stained cotton. Neither should the three bales have lost fairly twenty-nine pounds.

5. JEFF COLIER: Two bales of cotton I bought from him were numbered 1048 and 1276; No. 1048 weighed here 503 pounds; number 1276 weighed here 486 pounds; they were reported as being sold by C. G. Peper & Co., as follows:
Bale No. 1048 as weighing 512 pounds, and as mixed cot-
366 ton; and bale number 1276 as weighing 480 pounds, and as being stained.
Bale number 1048 was not mixed, neither was bale number 1276 stained.

6. P. CRAIG: Two of the bales of cotton I bought from him were numbered 621 and 622, and weighed here as follows: 621 weighed 506 pounds, and number 622 weighed 478 pounds; they were reported as having been sold by Peper & Co., as bale number 621 weighing 508 pounds, and bale number 622 weighing 442 pounds; and both bales were reported as being stained, and bale number 622 could not fairly have lost thirty-six pounds as the difference between our weight and the weight reported by Peper shows it did.

7. S. W. DIFFEY: One bale of cotton I bought from him was numbered 1050, and weighed here 608 pounds; it was reported as having been sold weighing 602 pounds, and as mixed cotton.
367 It was not mixed cotton.

8. W. J. HOPPER: One of the bales I bought from him was number 1041, and weighed here 558 pounds; it was reported by Peper & Co. as being sold as mixed cotton, and weighing 542 pounds. It was not mixed cotton.

9. J. B. HILL: One bale of cotton I bought from him, numbered 831, and weighed here 480 pounds, Peper & Co. reported it as being sold as mixed cotton, and weighing 473 pounds. It was not a mixed bale of cotton.

10. A. W. HOGAN: Two bales I bought from him were numbered 1326 and 1327, and weighed here, respectively, 493 and 483 pounds.

They were reported by Peper & Co. as being sold as follows: Number 1326 as weighing 345 pounds, and damaged cotton, and number 1327, weighing 333 pounds, and also as a bale of damaged cotton, showing a loss on the two bales of cotton between our
368 weights and the weights reported by Peper & Co. of 298 pounds cotton. It was just impossible that this cotton would lose so much in weight; neither was it damaged cotton, each bale being good cotton.

11. J. J. JOHNSON: Five of the bales of cotton I bought from him numbered 727, 728, 1222, 1221, and 945, weighing, respectively, 448, 455, 518, 503, and 495, all of which were shipped to Charles G. Peper & Co., St. Louis. They were reported as sold as follows: No. 727 weighed 429 pounds, and number 728 weighed 427 pounds; both of these bales were reported as being mixed and damaged. Num- 1222 weighed 517 pounds, and is reported stained. Number 1221, weighing 495 pounds, and number 945, weighing 490 pounds, and both of these bales were reported as mixed cotton.

The difference between our weight and Peper's show- that his weight is 64 pounds less than this cotton (5 bales) actually
369 weighed.

The cotton was all good, and not damaged nor mixed, or mixed or stained, or mixed, damaged, in the five bales, and I do not think it could have lost sixty-four pounds and been properly weighed.

12. G. W. D. JOHNSON; Three of the bales of cotton I bought from him were numbered 1282, 1281, and 1239. They weighed here, respectively, 516, 537, and 513 pounds. They were reported by Peper & Co. as being sold, and weighing, bale number 1282, 510 pounds; number 1281, 528 pounds, and number 1239, 501 pounds; and all of these bales are reported as being stained. The difference between my weights and Peper's show- a loss of 27 pounds in the three bales. The cotton in these three bales was not stained, and there should have been no loss in weights.

13. N. N. LESTER: The bale of cotton, number 613, I bought
370 from him weighed here 517 pounds. It was reported by Peper & Co. as mixed cotton, and weighing 493 pounds. It was not mixed cotton, and could not have lost 24 pounds, as the difference between Peper and my weights show-.

14. JOHN LATTA: The bale I bought from him weighed 428 pounds, and was numbered 870. Peper & Co. report this bale as being mixed cotton, and weighing 414 pounds, being 14 pounds less than it weighed.

15. E. A. MCTAGIT: One bale I bought of him was numbered 251, and weighed here 533 pounds. It was reported as sold by Peper & Co., as weighing 506 pounds, as being sand-packed. The loss in weight of this bale, as shown by Peper's weight and mine, is 27 pounds. This loss could not be, and the cotton was not sand-packed.

16. A. A. PALMER: The five bales of cotton bought from him numbered 766, 1328, 1307, 955, & 960, weighed here, respectively,

543, 581, 558, 443, and 513 pounds. They were reported by
371 Peper & Co. as being sold as follows: Bale number 766 weighed 529, and was seedy. Numbers 1328, 1307, 955, and 960 weighed, respectively, 572, 557, 438, and 503 pounds, and reported as all four bales stained cotton.

Number 766 was not seedy, nor were the other four bales stained. A difference of 39 pounds between my weights and the weights of the five bales, as reported by Peper, is entirely too great.

17. J. L. PEARCEY: Two of the bales I bought from him were numbered 404 and 405, and weighed here 518 and 548, respectively. They were reported as being sold by Peper as follows: Number 404, weight, 513, dusty cotton; and number 405, weight, 546, and stained.

Neither of these bales were stained or dusty cotton.

18. ABE PHILLIPS: The bale I bought from him, numbered 954, weighed here 548 pounds, was sold by them as weighing 401
372 pounds, and water-packed, according to his account of sales. The weight reported by Peper & Co. was 147 pounds less than the bale of cotton weighed here. It could not have lost any such amount; neither was that bale of cotton water-packed.

19. W. B. SEAY: The six bales of cotton I bought from him, numbered 707, 561, 560, 1053, 1294, and 1290, weighed here, respectively, 455, 469, 459, 508, 458, and 488. It was reported as sold by Peper & Co. as follows: Bale No. 707 as weighing 440 pounds mixed cotton; bales number 561, 560, 1053, 1294, and 1290, weighing, respectively, 457, 450, 491, 445, and 476. All of the last five named bales are reported as stained cotton.

My weights were 78 pounds more than the weights reported by Peper of the above six bales cotton. It should not have lost so much; and the cotton was not mixed or stained, as reported.

20. R. B. SLOAN: One bale of cotton I bought from him,
373 numbered 976, weighed here 508 pounds. Peper & Co. reported as having sold it as mixed cotton, and weighing 503 pounds.

This bale of cotton was not mixed, and should not have lost in weight.

21. J. N. WARREN: The bale I bought from him, numbered 440, weighed here 558 pounds; it was reported by Peper & Co. as being sold as stained cotton and weighing 450 pounds; the loss in weight of 8 pounds, and the cotton was not stained.

22. J. B. HOLCUMB: The bale I bought from him, numbered 1335, weighed here 403 pounds, and was reported by Peper & Co. weighing 404 pounds and being good ordinary. The difference between my weights and Peper's was one pound, which was more than he reported the weight. They reported this bale as G. O. in their account of sales. It was a bad bale as compared with the cotton
374 I shipped to Peper & Co. It was the worst bale I bought that

year. I bought it as an inferior bale, and it was inferior to any other cotton. I paid six cents a pound for it, when the average grade of my cotton would have been worth nine or ten cents a pound here.

Peper & Co. made no returns to me of the sales of the 862 reported as sold June 2, 1881, and I never saw any account of sale of those bales, except those accounts attached to their depositions. The scales on which the cotton I shipped to Peper & Co. was weighed here were Fairbanks cotton scales, drawing 800 pounds; they were correct and weighed correctly; they were what were called beam-scales, and I had them sent to me from St. Louis expressly to weigh cotton on. We tried to weigh the cotton as I bought it, so as not to have any loss in weight. We knocked off everything we could; took heavy weight and always two pounds for tare. I don't think it could have lost in weight—that is, from
375 my weights—by laying in storage, if fairly handled and rightfully weighed there. The cotton must have been received, all of it, by them, in good order, as they never notified me that any of the bales were injured externally, or in bad order. The cotton I shipped Peper & Co. in 1880 and 1881, and which they sold in Feb'y and June, 1881, according to their reports, would, if properly handled, have classed on an average as middling. In the accounts attached to their depositions many other bales were reported as losing heavy, that is, far short of my weights, and several are reported seedy, mixed, dusty, stained, and plated, and a great deal of it reported dusty, mixed, & stained. From the numbers I found in the report to the depositions, I traced these bales and ascertained the names of the persons from whom I bought them. They were bought from many different persons, whose names I state as follows: B.
376 H. & D. Borton, of Polk county, Arkansas; R. A. Mitchell, of Polk county, Arkansas; W. T. Willett, of Polk county, Arkansas: Black & Lightfoot, of Clark county, Arkansas; M. M. Ray, of Clark county, Arkansas; G. W. Wigg, J. M. Taylor, C. M. Geever, of Perry county, Arkansas; A. J. Cotnam, of Montgomery county, Arkansas; Sam. Crawford, of Polk county, Arkansas; W. J. Weatherford, of Polk county, Arkansas; W. B. Tallent, of Clark county, Arkansas; A. D. Tallent, of Clark county, Arkansas; G. W. Connie, of Clark county, Arkansas, J. H. Hamilton, of Arkansas; W. A. Jackson, Arkansas; M. A. Dillbeck ,of Polk county, Arkansas; Joseph Bates, of Polk county, Arkansas; D. A. Haney, of Garland county, Arkansas; A. C. McDonald, of Arkansas; J. A. Wiley, of Arkansas; G. H. Barnes, of Polk county, Arkansas; J. T. McRea, of Polk county, Arkansas; Thompson Shedd, of Polk county, Arkansas; Frank Biggs, of Garland county, Arkansas; M. A. Dillbeck & Co., of Polk county, Arkansas; Jones & Johnson, of Polk county, Arkansas; J. B. D. Vaughan, of Montgomery county, Arkansas;
377 W. A. Jones, Arkansas; D. A. Hill, Arkansas; G. A. Johnson, of Montgomery county, Arkansas; G. T. Reblin, of Arkansas; J. W. Burley, Arkansas; M. C. Willingham, Arkansas; M. G. Robbins, Arkansas; H. C. Smith, Arkansas; J. R. Thompsen, Arkansas; J. T. York, Arkansas; E. W. Hughes, Arkansas; W. A. Hendrick,

Arkansas; R. H. Perrin, of Polk county, Arkansas; D. M. Peper, Arkansas; J. S. Bick, of Polk county, Arkansas; R. A. Gatley, of Arkansas; A. G. Shain, of Arkansas; W. C. Buchauen, T. Boyd, R. F. Barber, of Polk county; John Williams, James Worcester, of Garland county; C. H. Muse, of Garland county; P. H. Blockwell, W. M. Meredith, Montgomery county; John Fish, of Polk county; G. C. King, Montgomery county; J. L. Linden, of Perry county; Jas. R. Winplain, of Perry county; R. W. Johnson, of Montgomery county; J. M. Deyer, J. R.
378 Brashears, D. S. Sommerset, W. L. Cagle, of Polk county; George P. McKinney, Montgomery; William Boatright, of Perry county; H. J. Horner, of Polk county; G. S. Schineault, of Saline county; S. Lumbert, of Montgomery county; John Blythe, of Garland county; W. F. Willis, W. A. Berrell, of Howard county; W. A. Hanenk, of Polk county; G. T. Rowland, W. R. Greason & Son, of Hot Springs county; W. J. Luckadoo, of Hot Springs county; J. H. Falkner, of Polk county; G. G. Hutto, W. H. Black, of Clark county; H. L. Wilson, W. V. Horth, of Polk county; George Kirby, of Garland county; J. C. Nelson, of Garland county; W. L. Parham, of Montgomery county; J. A. Morgan, of Polk county; G. W. Crawford, of Scott county; S. W. Watt, of Polk county; J. D. Houpt, Giles Cox, G. W. Hox, of Scott county; W. J. McLain, of Polk county; Hudgins Bros., of Polk; C. H. Alfred, of Polk county;
379 J. A. Durham, B. F. Kinzie, J. S. Tilley, of Garland. I did business with most of these men for a number of years; always found them straight; the cotton I bought from them was good cotton, in good condition, and it ought not to have lost in weight; that is, ought not to have lost from my weight; the cotton raised in 1880 was good in quality; it was one of the best seasons for cotton, as regards quality, that we have had since I have been in the country; it was a long, open fall, with late frost; I have been dealing in cotton seventeen years, buying and selling it.

I know Messrs. Cohn & Cohn, attorneys-at-law, Little Rock, Arkansas; I never employed them to prosecute or attend to any suit against Charles G. Peper or Charles G. Peper and others; they were never my attorneys in this suit; I never authorized them to compromise or dismiss this suit or any other suit; the first inti-
380 mation I had touching the dismissal or compromise of the suit came from Major Latta, the trustee, who told me that it had been settled or dismissed, and that he was directed by Peper to advertise and proceed to sell the property; I think this was in October, 1881; I sent W. F. Clyde to the Federal court-room, at Little Rock, to see about it, and was informed by him, on the 31st October, 1881, through a dispatch which I attach to my deposition as Exhibit A, that the case had been dismissed and the depositions and proofs withdrawn; since this suit was brought C. C. Convers and I have gone through all my books and papers and made up a complete statement of all the transactions between me and Peper & Co.; we also went through my cotton books and through the statements of Peper & Co. attached to the depositions, and made out complete

statements of all the cotton I shipped to them, and of the
381 weight of each bale as weighed by me, and the weight at which they were sold or claimed to be sold by Peper & Co.; I am not a regular book-keeper, and the books having got behind, or the transactions not being fully kept up, I could not get at the true condition of affairs alone, but, with Mr. Convers, whom the assignee employed to assist me, he was able to make up this statement from the data we had and from Peper's statements, and I could not see far enough into the matter to see that they were right, although I could not have been able alone to make the statements.

Cross-examined:

There being insufficient time to complete the taking of these depositions, the same is, by request of defendants' attorney, and by consent of plaintiffs, adjourned until Dec. 26th, 1882, at the same hour and place, the witness Moore being still on the stand.

382 JAS. G. ALLEN,
Notary Public.

Pursuant to adjournment, the further taking of these depositions is, on the 26th day of December, 1882, resumed; and the witness, W. A. MOORE, being present, his cross-examination by defendants is commenced and continued as follows:

Question 1. In giving your testimony in this cause, have you used a memoranda to testify from?

Answer. I did not have a memoranda only as far as the amounts in statement were concerned and the number bales cotton shipped to Peper, and the dates.

Question 2. It is true, then, is it, that you did testify from a memoranda while giving your leading testimony?

Answer 2. It is true I had a memoranda, as above stated.

Question 3. Could you have remembered those items if it had not been for your memoranda?

Answer. I could have examined them nearly, perhaps; not exactly.

383 Question 4. Was that memoranda prepared by yourself or by a book-keeper?

Answer. The memoranda I used at that time was prepared by myself. I copied it from a statement made by a book-keeper, Mr. Convers.

Question 5. Do you know, of your own knowledge, that that statement was correct?

Answer. Yes, sir.

Question 6. How do you know it was correct?

Answer. Because Mr. Convers and myself had gone carefully over everything connected with my business with Peper.

Question 7. When you executed deeds of trust to Peper & Co. did you and Peper and Morgan make a statement of your indebtedness to Peper & Co.; and when you ascertained that amount did you not add to that the amount of cash you required at that time to relieve your pressing indebtedness, and then did you not execute your note,

securing the same by a deed of trust on certain real estate?

384 Answer. They figured the amount themselves. The amount I owed them, as they claimed, was not figured by me. They let me have some money at that time; but whether that was figured in the notes or not, I do not recollect. A short time after the deed of trust was executed the money was advanced.

Question 8. You say you gave them deeds of trust on all your property; were they the first deeds of trust?

Answer. They had first deeds of trust on what we supposed to be half the property and second deeds of trust on the balance.

Question 9. You say at the time of the execution of the deeds of trust they agreed to hold your cotton regardless of what price cotton might decline?

Answer. Yes; and they took deeds of trust to secure them against any loss?

Question 10. Wasn't the deeds of trust taken to secure the amount they claimed to be due them, and the amount of money to be

385 advanced to relieve your then pressing demands?

Answer. The security was given them to secure them for what they claimed I owed them, and also to secure them for any advances and any decline in cotton.

Question 11. If such an agreement as you state cannot be found in the deed of trust, is it not probable that you're mistaken as to the purpose for which said deeds of trust were executed?

Answer. No; both Peper & Morgan told me that that was why they wanted security, so that they could comply with their original contract with me.

Question 12. What was that original contract?

Answer. Was to hold my cotton till I ordered it sold and advance me certain sums of money.

Question 13. Were they to hold the cotton regardless of any decline there might be in it?

Answer. That was my understanding; they kept back a

386 margin on each bale I shipped them to cover any decline.

Question 14. If such was the contract why didn't you hold them to it, and why did you execute the deeds of trust if the deeds of trust were executed subsequent to the contract?

Answer. I executed the deeds of trust because they wanted more security; and they talked so fair and made such promises I thought it no more than right to do it.

Question 15. Who were present when the deeds of trust were executed?

Answer. Mr. Peper, Mr. Morgan, Mr. Brown, Major Latta, and myself is all I recollect being present.

Question 16. In your leading deposition you make certain statements in regard to fixing dates of maturity of the notes and certain agreement by Peper, that if not paid at maturity that the notes would be extended without day; now, please state whether J. H. Morgan was present when these conversations and agreements were had and made?

387 Answer. I am not sure. He was in the office most of the time.

Question 17. Do you rem-ber how much cash you received from Peper & Co.?

Answer. I could tell by referring to my statement; it was a large amount of money.

Question 18. What was the interest charged upon the over-draft and advance?

Answer. Peper & Co. charged ten per cent.

Question [19]. Is that the rate of interest specified in the deeds of trust?

Answer. I don't know.

Question 20. Is ten per cent. per an num the usual rate of interest charged by cotton factors?

Answer. No, sir; eight per cent. is the usual rate.

Question 21. You say in your leading testimony that they charged you $966.90 commissions; is that the usual rate commissions on the same amount as charged by cotton factors?

Answer. I believe it is about the usual charge.

388 Question 22. You say they charged you $1,728.02; is that the usual charges made by cotton factors for weighing and transporting that or the same amount of cotton?

Answer. Yes; I believe it is.

Question 23. You say they charged you $905.30 for insurance; is that the usual amount charged by insurance agents for the same amount of cotton?

Answer. I don't know what the insurance agents charge them, but it is about what other cotton factors charge.

Question 24. Prior to shipping cotton to Peper & Co. have you shipped cotton to St. Louis?

Answ. Yes, sir.

Question 25. Is there but one freight line or more that cotton can be shipped there?

Answ. Only one line.

Question 28. You say in your leading testimony they charge you $3,534.20 for freight upon 862 bales of cotton; is that amount the usual charge for shipping the same amount bales of cotton to St. Louis?

Ans. I believe it is.

389 Question 27. You say cotton amounting to 229 bales was sold in February, 1881, instead of June 2nd, 1881; will you please state what the price of cotton was in Feb'y, 1881, and June 2, 1881?

Answ. I do not know exactly now.

Question 28. Well, can you state at which of the dates cotton was the highest in St. Louis?

Answ. It was considerably higher in Feb'y, 1881, but I don't recollect how much.

Question 29. You say there was considerable loss in weight. Is it not a fact that in all the cotton that you shipped to St. Louis in the

past few years that the weights at Hot Springs have been greater than the weights as reported by your cotton factors in St. Louis?

Answ. No, sir; a great deal of cotton shipped them gained in weight.

Question 30. Did you never ship cotton to St. Louis before the shipment to Peper, and when weighed there the weights were much less than your weights at Hot Springs?

390 Answ. I have shipped cotton there which lost some, but not much; nothing like the lot I shipped to Peper & Co.

Question 31. Was not Cohn & Cohn employed by you as attorneys in reference to compromising and arranging your indebtedness?

Answer 31. Cohn & Cohn represented a number of my creditors, quite a number of them, representing a large amount, and proposed to me to try and effect a settlement so that they could get something for their clients. It was their own proposition. They were not employed by me.

Question 32. Were you to pay anything?

Answer. No, sir.

Question 33. In whose employ has C. G. Convers been in reference to your matters?

Answer. In the employment of S. W. Fordyce, assignee.

WALTER A. MOORE.

Subscribed and sworn to before me, this 26th day of December, 18[8]2.

[SEAL.] JAS. G. ALLEN,
Notary Public.

391 There being insufficient time to complete the taking of these depositions on this day *on this day* the further taking of the same is, by consent of parties, continued until Dec. 27th, 1882, at same hour and place.

JAS. G. ALLEN,
Notary Public.

Pursuant to adjournment further taking of depositions in this case is resumed this 27th day of December, 1882, at ten o'clock a. m., at same place.

JAS. G. ALLEN,
Notary Public.

GEORGE J. SUMMERS, being duly sworn, deposes and says: I am of lawful age; reside in Hot Springs, Arkansas, where I have lived upwards of sixteen years; I am a lawyer by profession; I know Walter A. Moore and Sam'l W. Fordyce, of Hot Springs, Arkansas; I know Charles G. Peper, of the firm of Charles G. Peper &

392 Co., of St. Louis, Mo.; I know Messrs. Cohn & Cohn, attorneys-at law, Little Rock, Arkansas. Walter A. Moore assigned his property to Sam'l W. Fordyce for the benefit of his creditors. I was one of Walter A. Moore's attorneys, and helped in the preparation of the deeds of assignment. As Moore's attorney I gave no authority, writen or verbal, to Messrs. Cohn & Cohn to compromise

any suit between Walter A. Moore and Sam'l W. Fordyce, as assignee, and Charles G. Peper & Co. I have no knowledge of their having such authority through any one. I had no authority to make such a compromise.

Cross-examined:

On one occasion Mr. Cohn, Jr., came to Hot Springs, and, as well as I recollect, requested that the attorneys here who had claims against the estate of Walter A. Moore, and also Moore's attorneys, should call at his rooms at the Arlington Hotel for the pur-
393 pose of consulting together in regard to Walter A. Moore's estate and the claims against it. I understand he was representing a good many claims against the estate, and that his object was to get the creditors to agree to take a certain per cent. of their secured claims, and a smaller per cent. of their unsecured claims. I supposed his object was to secure the payment of the claims that he represented in this way.

I do not know that he made that visit to Hot Springs at the instance of Mr. Moore.

Re-examined:

The following attorneys, to my recollection, were present at the meeting called by Cohn at his room:

R. G. Davis, Major G. G. Latta, who represented claims against Moore estate, as I understood. I was there also; there may
394 have been some other attorneys there, but I cannot just now recall them.

GEORGE J. SUMMERS.

Subscribed and sworn to before me, this 27th day of December, 1882.

[SEAL.] JAS. G. ALLEN.
Notary Public.

CHARLES G. CONVERS, being first duly sworn, deposes and says: I am of lawful age; reside in Hot Springs, Arkansas, where I have lived for the past thre years; have been employed for the past year and a half by S. W. Fordyce, one of the plaintiffs in this case; I know all the parties to this suit.

I know when the assignment by W. A. Moore to S. W. Fordyce was made; it was the 16th day of May, 1881; the assignee, Mr. Fordyce, employed me at the time the assignment was made to take charge of the business and look after all matters
395 connected with the assignment, and to keep up his account, as assignee, all of which I did; directly after I got in and took charge of the business I heard dissatisfaction with Peper's transactions; I did not investigate the matter till after suit was brought, but left the matter of the accounts between Peper and Moore to the person who had charge of Moore's books, but he getting no satisfactory statement I was requested by Fordyce, the assignee, to go through everything and make up a statement of the

condition of matters between Peper & Co. and W. A. Moore; I did so, having Mr. Moore to aid me with his knowledge of all transactions with C. G. Peper & Co.; upon investigation I found Moore's books and accounts not up.

In making up my statement of the account between Peper & Moore, I first took his draft book, the stubs of which showed the dates and amounts of the drafts made by Moore on C. G.
396 Peper & Co., and I figured up the amount of money Moore had received from Peper & Co.; I then took Moore's cotton books and found the number of bales cotton, and the weights of same that he had shipped to C. G. Peper & Co. during the season of 1880 & 1881, and from other data which I got; from the statement of account sworn to and attached to the depositions in this suit I was enabled to make up a pretty correct statement of the account I was instructed to make up between Moore and Peper & Co. The following is the result:

Cash received by Moore from Peper on sundry drafts and advances	$45,119 81
Freight paid by C. G. Peper & Co. on cotton	3,534 20
Insurance charged by C. G. Peper & Co	905 30
Interest Peper & Co. are entitled to at 8 per cent	2,605 08
Weighing, drayage, storage, &c., charged by C. G. Peper & Co	1,728 02
Commission charged by C. G. Peper & Co	966 90

Making a total credit to Peper & Co. of fifty four thousand eight hundred fifty-nine dollars and thirty-one cents.

397 The items of insurance, commission, weighing, drayage, storage, & repairs and freight I took from the statement of C. G. Peper & Co., being the full amount they claimed and charged for same. I cannot tell whether these accounts are correct, having no data except that found by them.

Then Peper & Co. are charged by Moore with—

Net receipts sale of 67 bales cotton	$3,470 05
Net receipts of hides	250 57
Thirteen wagons	742 10
Proceeds of sale of lot	500 00
Cash paid them	302 41
Interest at 8 per cent	561 39
Sundry notes, aggregating	7,732 86
Gross sales of 229 bales cotton, Feb. 14	12,490 05
Gross sale of 633 bales cotton, June 2	35,414 94
Wurton's draft on Peper	96 63

Making a grand total debit of sixty-one thousand five hundred sixty-one dollars. The items of 67 bales cotton, hides, wagons, cash, were taken from Peper & Co. statements. The item of in-
398 terest is amount figured as due Moore at 8 per cent. per annum.

The notes are taken from Peper & Co. statements, and the 229

bales of cotton, 112,270 pounds, at 11½c. per pound, is taken from the weights from Moore's cotton book, and the price it sold for from Peper's depositions in this suit.

The item of 633 bales of cotton is 307,956 pounds, @ 11½ cents per pound, the price of cotton in the middle November, 1881, as shown by quotations from cotton exchange, and attached to depositions of defendant as an exhibit.

Now, taking the whole amount Peper & Co. are charged with, sixty-one thousand five hundred and sixty-one dollars, and deducting the amount he has credit with, fifty-four thousand and eight hundred and fifty-nine dollars, leaves a balance due W. A. Moore of six thousand seven hundred and one dollars and sixty-nine cents,

399 to effect any notes held by C. G. Peper & Co. against Moore.

The account made out as above stated and from the data enumerated, counting of five pages, exclusive of the summary which is prefixed, I attach hereto and make part of my deposition as Exhibit X, and mark it Exhibit X (account alluded to is here filed by witness and marked Exhibit X to his deposition). By the account of sales which I saw attached to defendant's depositions in this suit many bales of Moore's cotton shipped to defendant are made to show heavy loss from Mr. Moore's weight. From Moore's cotton books, and from Peper & Co. ac. sale, I have made up a statement of the 229 bales cotton sold by Peper in February, 1881, as defendant's testimony now shows, showing first the number of the bales, then C. G. Peper's weights, and then Moore's weights, containing two pages, which I attach to my deposition as Exhibit Y,

400 marking it Exhibit Y (statement alluded to is here filed by witness and marked Exhibit Y to his deposition).

From his account sales of these 229 bales cotton, and the expense and charges as therein stated, I have made on one page a statement showing the items of freight, weighing, drayage, and storage, insurance and commissions, as charged by C. G. Peper & Co., which I here mark and attach to my deposition as Exhibit Z (the statement hereto alluded to is marked Z, and filed as an Exhibit Z to witness' deposition); also, from Moore's cotton books and the account of sales attached to defendants' depositions, I have made a statement of the six hundred and thirty-three bales reported as sold by Peper June 2nd, 1881, showing, first, the number of the bales; second, the weights, as reported by Peper & Co., and, third, W. A. Moore's weights, which statement I mark and attach as Exhibit W to my deposition (the statement here alluded to is filed and marked Ex-

401 hibit W to the witness' deposition).

From the same accounts of sale of the defendants, containing statement of storage, freight, weighing, drayage, & insurance, I have made up a statement showing charge for these items as made by Peper & Co., consisting of three pages, which I mark and attach to my deposition as Exhibit V (the statement here alluded to is filed, and marked as Exhibit V to witness' deposition).

I was present in St. Louis July last, when the defendant Peper, his book-keeper, and others were examined as witness in this case in defendants' behalf. I saw the defendant's books there at that time;

they were used by the defendant, his book-keeper, and attorney during the taking of the testimony. I examined them as far as they related to the account of W. A. Moore. The entries were not correctly made, as transactions that the defendant testified to being made in February, 1881, and June, 1881, were not entered
402 in defendant's book until under date of July following, and these entries were made after numerous other transactions occurred according to the entries after these transactions had occurred. I was present in the court when the motion was made or heard to reinstate this case, which, according to my recollection, was the latter part of November or early in December, 1881. On that occasion I heard Mr. Morris Cohn, the junior member of the firm of Cohn & Cohn, attorneys-at-law, Little Rock, Arkansas, testify or state that their firm was paid four hundred dollars for compromising this suit with Peper, or adjusting the dispute of Moore and the assignee with him, and that they received the money for the assignee Fordyce, and had placed it in bank for him, but in their own name. This was the first I heard of this money, al-
403 though I had the full management and keeping of accounts of Fordyce's business, as assignee, in this matter of Moore. He kept this assignee account separate from all his other business, and requested me to keep it correctly and straight, saying, "Convers, I depend upon you to keep these assignee accounts and matters straight." I never received a cent of this money—that is, of the four hundred dollars Mr. Cohn spoke about. I have since been informed by Mr. Kimball, Mr. Whipple, Mr. Cohn, or Mr. Peper, the defendant, that it has since been returned to Mr. Peper. More than one of them may have told me this. I think I heard Mr. Peper state it in July last, in St. Louis, Mo., but my recollection as to this is not entirely clear.

I never heard anything about any compromise made or to be made with Peper, until long after it was said to have been made. I heard of it only a little while before the making of the mo-
404 tion to reinstate this suit.

Cross-examined:.

There being insufficient time to complete the taking of the depositions on this day, the further taking of the same is, by consent of parties, continued to December 28th, 1882, at same hour and place.

JAS. G. ALLEN,
Notary Public.

Pursuant to adjournment, the further taking of these depositions is on this 28th day of December, 1882, resumed; the witness, C. G. Convers, still on the stand for cross-examination.

Cross-examination of C. G. CONVERS:

I was told by Mr. Moore that that was his arrangement with Peper & Co., that interest should be charged at 8 per cent. per annum, and I was also told by Wm. J. Little and M. C. O'Brian, merchants here, that eight per cent. was the regular rate charged them by their cot-

bales of cotton, 112,270 pounds, at 11¼c. per pound, is taken from the weights from Moore's cotton book, and the price it sold for from Peper's depositions in this suit.

The item of 633 bales of cotton is 307,956 pounds, @ 11½ cents per pound, the price of cotton in the middle November, 1881, as shown by quotations from cotton exchange, and attached to depositions of defendant as an exhibit.

Now, taking the whole amount Peper & Co. are charged with, sixty-one thousand five hundred and sixty-one dollars, and deducting the amount he has credit with, fifty-four thousand and eight hundred and fifty-nine dollars, leaves a balance due W. A. Moore of six thousand seven hundred and one dollars and sixty-nine cents,
399 to effect any notes held by C. G. Peper & Co. against Moore.

The account made out as above stated and from the data enumerated, counting of five pages, exclusive of the summary which is prefixed, I attach hereto and make part of my deposition as Exhibit X, and mark it Exhibit X (account alluded to is here filed by witness and marked Exhibit X to his deposition). By the account of sales which I saw attached to defendant's depositions in this suit many bales of Moore's cotton shipped to defendant are made to show heavy loss from Mr. Moore's weight. From Moore's cotton books, and from Peper & Co. ac. sale, I have made up a statement of the 229 bales cotton sold by Peper in February, 1881, as defendant's testimony now shows, showing first the number of the bales, then C. G. Peper's weights, and then Moore's weights, containing two pages, which I attach to my deposition as Exhibit Y,
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Cross-examined:

There being insufficient time to complete the taking of the depositions on this day, the further taking of the same is, by consent of parties, continued to December 28th, 1882, at same hour and place.

JAS. G. ALLEN,
Notary Public.

Pursuant to adjournment, the further taking of these depositions is on this 28th day of December, 1882, resumed; the witness, C. G. Convers, still on the stand for cross-examination.

Cross-examination of C. G. CONVERS:

I was told by Mr. Moore that that was his arrangement with Peper & Co., that interest should be charged at 8 per cent. per annum, and I was also told by Wm. J. Little and M. C. O'Brian, merchants here, that eight per cent. was the regular rate charged them by their cot-

ton factors, and I figured the rate of interest in statement
405 made by me at 8 per cent.

Question 1. In your account of Moore against Peper you have a charge of sundry notes aggregating $7,732.86; what notes are these?

Answer. There were three notes from W. A. Moore to C. G. Peper & Co. of $2,433.46 each, payable at three, six, and nine months, respectively, from June 10, '81; one note from W. A. Moore to C. G. Peper & Co. of $100, dated Jan'y 13, '81, and due Sept. 8, 1881; then there were six notes from W. H. Groves to W. A. Moore, and transferred by W. A. Moore to C. G. Peper & Co., of fifty dollars each, and a note from T. Bell to W. A. Moore, endorsed by W. A. Moore to C. G. Peper & Co., for $32.48; these notes amount to $7,732.86.

Question. In your statement you charge Peper & Co. with the notes executed by W. A. Moore. Do the books show how many, if any, of these notes were paid by Moore?

Answer. No, sir; the books do not show that any of these notes were paid.

406 Question. If the notes were not paid, should not Peper & Co. have a credit in your statement for the bills payable to Moore, and would not this also be true of the notes turned over by Moore to Peper & Co. that have been uncollected?

Answer. Peper & Co. would be entitled to a credit of all the notes of W. A. Moore, or those endorsed to Peper & Co. by W. A. Moore, if he were to return them to Moore; but they are entitled to no credit until the notes are surrendered, as the notes themselves are evidences of Moore's indebtedness.

Question. What is the aggregate amount of Peper's account against Moore; the aggregate amount of Moore's amounts against Peper, and what is the difference in their accounts?

Answer. Moore's account has Peper charged with----	$61,561	00
" " " credited " ----	54,859	31
Leaving a balance due Moore----------	$6,701	69

Question. What is the amount of notes as referred to in said settlement by you?

Answer. As I have before stated, $7,732.86.

Question. What is the difference between the amount of
407 balance on Moore's statement and the amount of the notes referred to?

Answer. The difference between the amounts, $1,031.17.

Question. In your answer to interrogations you state that certain notes turned over to Peper & Co. by Moore were executed by other parties to Moore, and by him transferred to Peper & Co., and they are charged in your statement with these notes; now, state what amount of these notes, and which of them has been paid to Peper & Co., as shown by the books of Moore.

Answer. The books of Moore show that some of the notes given to Peper & Co. have been returned to him unpaid.

Question. Do the books show anything whatever about these notes last referred to, after they were transferred to Peper & Co.?

Answ. No, sir.

Question. Does the statement of Peper & Co. or the statement of Moore show what proportion of the notes last referred — have been paid?

408 Answer. I believe Peper has an account filed with his depositions in this case, showing the notes he still holds; by comparing this with the original list of notes shows which have been dropped by being paid.

Question. If, in the account with Peper, it is shown he still holds some of the notes last referred to, and the same are unpaid, would he not be entitled to a credit for said notes?

Answer. Mr. Peper is entitled to a credit of all the notes he holds, endorsed by W. A. Moore, that he can show and surrender to Moore.

Question. In comparing the accounts of Moore and Peper what are the points of difference between the two accounts?

Answer. There is little difference in the accounts, except the interest, which Peper & Co. figure at 10 per cent. and I figure at eight per cent. The price and weights of the 229 and 633 bales of cotton.

Question. Are you a book-keeper?

409 Answer. I have had some experience with books.

Question. If you were connected with a firm as book-keeper, and they had a transaction in the month of February, and through any cause the entry was not posted during that month, and two or three months intervened in which transactions were had and posted, and you then discovered that the transaction in February had not been posted, what entry, as a book-keeper, would you make as to the transaction in Feb'y?

Answer. I would make such entry as the firm employing me should direct me to.

Re-examined:

Question. What data or information have Peper & Co. furnished you for the ascertaining the payment that may have been made upon the notes, or of the notes, you speak of in your cross-examination, besides the statements attached to their depositions?

410 Ans. Peper & Co. have furnished no data or information regarding the notes, or payment thereof of any of them, except that attached to their depositions. That is why I left the notes out of my statement, so that they could produce the notes and get a credit for same against the balance as shown due W. A. Moore.

C. G. CONVERS.

Subscribed and sworn to before me, this 28th day of December, 1882.

JAS. G. ALLEN,
Notary Public.

SAMUEL W. FORDYCE, being first duly sworn, deposes and says: I reside in Garland county, Arkansas, and am forty-two years of

age. I am a party to this suit as the assignee of W. A. Moore, under an assignment made on the 16th day of May, 1881, for the benefit of his creditors. I have no personal interest in the matter, and no concern with it except as assignee. I know Mess.
411 Cohn & Cohn, lawyers. Some little time after the assignment was made to me by Moore, the elder Mr. Cohn, I think it was, came here to see me about the matter, told me he represented a large number of the creditors of Moore, and that he thought Peper & Co. had not dealt fairly with Moore; that he felt it his duty to his clients to investigate the matter; that with his acquaintance in St. Louis he thought he could ferrit it out successfully, and that if I, as assignee, would pay the expenses of it, which would be approximately, say, two hundred and fifty dollars, as he would have to employ a notary, short-hand reporter, and perhaps others, he would go up there (St. Louis), and go through the whole matter, examining them and their books. He insisted that I should put these expenses on the ground that it would be for the benefit of all the creditors, as well as those he represented. I answered him that I
412 could not consent to that until I could see Geo. W. Murphy, my attorney in the matter, when if Murphy concurred in his views I would consent to it. I, on the same day, saw Murphy, and asked him what I should do about it, whether it would be a legitimate expenditure. Murphy said I ought to be guided by the wish of the creditors, whose interests alone I could consult, and that as Cohn & Cohn represented a respectable portion of them I ought to pay the expense, and would be entirely safe in doing it. I then saw Cohn, Sr., and told him that I would pay the expenses. He went away, and afterwards drew drafts on me to the extent of three hundred and fifty dollars, representing the same as expenses, and, with the last draft, writing that he was going to overhaul Rowland's transactions also with Moore; but he did not, to my knowledge,
413 ever examine Rowland's accounts. I never gave them any authority to compromise, settle, or dismiss this suit; the matter was never talked of to or by me and was never thought of by me in any way until after I heard they had dismissed it. I never knew about their having received from Peper or any other source for me, as assignee, four hundred dollars, or any other sum, until after the matter came up, as I learned, in court. They never did advise or inform me of any such thing, and I never heard of it until Mr. Convers told me that they had made a statement about it in court, which, according to my recollection, was several months after their drafts on me as for expenses were paid. I have never received from or through them four hundred dollars or any sum of money, and if any was ever deposited by them for me I never knew of it.

414 The younger Mr. Cohn came here looking after the matter a day or two after the assignment was made, claiming to represent creditors. He spoke of resisting on behalf of his clients other creditors, among whom were some represented by Martin, attorney, of Little Rock, and asked me to sign some paper or papers looking to such resistance of one or more of them, which I did.

Shortly after the assignment was made to me by Moore I went to the office of C. G. Peper & Co., the defendant, in St. Louis, Mo., and told him that Moore claimed that the contract between them was that he was to hold the cotton of Moore, which had been assigned to me, several hundred bales, which I understood was then in his hands, and I asked him to hold it longer, I having understood from Moore that he was going to sell the cotton. Peper answered that he would not hold it; that he had consulted his father about it, and his father advised him to sell it and make an end of the matter, wipe out the whole transaction, and he thought then was as good a time to sell it as any. He refused absolutely to hold it longer. I authorized no one to compromise or dismiss this suit; such thing was never spoken of between me and any attorney. I have never been notified in any way by Cohn & Cohn, or any bank or other person, that the four hundred dollars was deposited or held for me.

Cross-examined:

When I consulted with Peper in St. Louis he did not say he would sell the cotton unless further margin was put up. If Peper sent me a notice after I became assignee that he would sell Moore's cotton in ten days unless further security was given, I did not receive it myself; I was absent a good deal of the time, and all letters referring to the assignee matter of W. A. Moore were turned over at my direction to C. G. Convers, who was my agent and representative in that matter. I made no proposition to Peper & Co. in regard to the sale of the cotton when I called on him in St. Louis. Cohn and Cohn were not authorized by me to appear in any of the cases in the United States —— involving the estate of W. A. Moore. The first I knew about the compromise was when the matter came up in the United States court, in which they claimed they had four hundred dollars for me as assignee; that is my recollection in the matter.

SAM'L W. FORDYCE.

Subscribed and sworn to before me, this 28th day of December, 1882.

[SEAL.] JAS. G. ALLEN,
Notary Public.

UNITED STATES OF AMERICA, *Eastern District of Arkansas:*

I, James G. Allen, a notary public within the city of Hot Springs, county of Garland, State of Arkansas, duly qualified and acting therein as such, do certify that on the 20th day of October, 1882, and the several subsequent days mentioned in the adjournments set forth in and among the foregoing depositions, I was attended in my office as notary public, in the city of Hot Springs, Garland county, State of Arkansas, by G. W. Murphy, counsel for complainants, and George G. Latta, Esq., for himself and as counsel for his codefendant, Charles G. Peper, in the cause mentioned in the caption and agreements of counsel attached and prefixed hereto, and that the witnesses, W. J.

Hopper, M. O. Couch, J. H. LeCroy, P. H. Burrough, H. P. Cogburn,
J. A. Brown, J. R. Holcombe, A. H. Palmer, S. W. Diffy, J. J.
418 Johnson, Preston Bailey, W. B. Seay, F. O. Brown, A. J. McDaniels, N. N. Lester, B. Lambert, W. M. Meredith, E. O. McTaggitt, J. B. Hill, G. W. Gray, Jeff. Colier, John Latta, J. N. Wasson, H. F. Hall, A. J. Phillips, W. D. Johnson, M. L. Anderson, R. B. Sloan, P. Craig, A. W. Hogan, Daniel Snyder, R. B. Jaggers, Andrew Bruon, B. Brown, Thomas Evans, W. A. Moore, George J. Summers, C. G. Convers, Sam'l W. Fordyce, who were of sound mind and lawful age, were by me carefully examined and continued and sworn to testify the truth, the whole truth, and nothing but the truth; that their depositions were by consent of counsel for complainants and defendants, respectively, and that their request reduced to writing in my presence and the presence of said witnesses by C. G. Convers, who wrote down the statements of said witnesses as they were delivered.

I further certify that the said attorneys, Murphy & Latta,
419 were present at the examination of all the witnesses, and that all the adjournments, except such as were strictly from day to day, save when holidays intervened, were made at the request of defendants' attorney, or by joint consent of both attorneys. I further certify that I am not counsel or attorney for either of the parties in said cause, or in anywise interested in the event of the same, and that the foregoing are the depositions of said witnesses as given.

In testimony whereof, I hereunto set my hand and seal, this 28th day of December, 1882.

[SEAL.] JAS. G. ALLEN,
Notary Public.

Fees for taking these depositions, $87, paid by plaintiff.

In the Circuit Court of the United States, Eastern District of Arkansas.

FORDYCE *et al. vs.* PEPER.

It is agreed by the parties that the foregoing depositions
420 taken before James G. Allen were regularly taken, and may be read as evidence in this cause without objections, because of any failure to enter therein daily adjournments, and without any objection save such as relates to relevancy, competency, or materiality.

G. W. MURPHY,
Att'y for Pl'ff.
GEO. G. LATTA,
Att'y for Def'ts.

Summary of Account, C. G. Peper & Co., St. Louis, Mo., with Walter A. Moore, Hot Springs, Ark's.

C. G. Peper & Co., Debit.

To net receipts from sale 67 b. c.	$3,470 05
" " " " " hides	250 57
" 13 wagons	742 10
" proceeds of sale of lot	500 00
" cash paid Capt. Morgan, ag't C. G. P. & Co.	302 41
" E. T. Bustin's d'ft on C. G. Peper & Co.	96 63
" net interest at 8 per cent per annum, "agreed rate,"	561 39
" sundry notes, aggregating	7,732 86
" gross sale 229 bales cotton Feb'y 14, '81	12,490 05
" " " 633 " " June 2, '81	35,414 94
Total amount received by C. G. Peper & Co.	$61,561 00

421

C. G. Peper & Co., Credit.

By sundry d'f't, monies, &c., received by Moore	$45,119 81
" interest charged @ 8 per cent. p'r annum	2,605 08
" freight paid on 862 b. c.	3,534 20
" commissions " "	966 90
" weighing, drayage, storage, repairs, to Nov. 16	1,728 02
" insurance	905 30
	$54,859 31
Balance due W. A. Moore	6,701 69
Aggregate of notes still in the hands C. G. Peper & Co., with interest, &c., as per their statement	[6,333 78]
Due W. A. Moore after notes are surrendered	[$368 41]

[The figures enclosed in brackets are erased in copy.]

Exhibit X to C. G. Convers' Deposition. Summary.

Attached hereto is an authorized statement of the whole transactions between C. G. Peper & Co. and W. A. Moore:

424 *C. G. Peper & Co. in Account with Walter A. Moore*—Cont'd.

Dr.			Cr.		
Feb'y —.	To brought for'd	13,684 62	Jan. —.	By bro't forward	24,465 97
			27.	" S. D.	400 00
			28.	"	320 00
			29.	" 3 wagons	194 21
			30.	" S. D.	169 96
				"	160 00
			Feb. 1.	"	360 00
				"	280 00
			2.	"	470 04
			3.	"	160 00
				"	276 45
				"	323 55
				"	120 00
			4.	"	280 00
			5.	"	280 00
			6.	"	120 00
			7.	"	240 00
				"	100 00
			9.	"	240 00
			10.	"	164 88
				"	91 00
				"	189 12
			11.	" (2)	639 25
				"	180 75
			12.	"	229 44
			14.	"	250 56
				"	65 90
			15.	"	94 10
				By 1 wagon	60 18
				" 1 do.	60 18
				" S. D.	242 70
			16.	"	597 20
				"	126 97
				"	113 28
			17.	"	400 00
				"	153 57
				"	100 00
				"	169 96
				"	76 47
				"	185 55
			18.	"	144 00
	Forward	13,684 62		Forward	33,295 19

425 *C. G. Peper & Co. in Account with Walter A. Moore*—Cont'd.

Dr.			Cr.		
Feb'y —.	To forward	13,684 62	Feb. 18.	By forward	33,295 19
14.	" sale 229 B. C., 112,270 lbs., @ 11⅛	12,490 05		" sight d'ft	300 67
			14.	" com'ns, 229 B.C.	280 26
				" freight, "	938 90
				" insurance, "	77 30
				" weight., dray., stor., & rep.	149 80
			18.	" sight d'ft	170 88
			19.	"	100 00
				"	400 00
				"	260 30
			21.	"	28 25
				"	40 00
				"	300 00
			23.	"	180 00
			24.	"	100 00
				"	100 00
				"	6 78
				"	80 00
			26.	"	280 00
			Mar. 1.	"	960 00
			2.	"	360 00
			3.	"	760 00
			5.	"	1,640 00
				"	120 00
			7.	"	520 00
			11.	"	1,120 00
			14.	"	350 00
			15.	"	175 00
				"	175 00
			16.	"	35 00
			17.	"	175 00
			18.	"	70 00
				"	35 00
			21.	"	233 22
				"	315 00
			22.	"	35 00
			23.	"	70 00
				"	70 00
			24.	"	885 00
			25.	By bill book	1 90
			26.	" sight draft	70 00
	Forward	26,174 67		Forward	44,763 45

426 *C. G. Peper & Co. in Account with Walter A. Moore*—Cont'd.

Dr.			Cr.		
1881.					
	Bro't forward	26,174 67		Bro't forward	44,763 45
June 16.	To gross sale of 633 bales cotton, 307,956 lbs., @ 11½	35,414 94	Mch. 28.	By sight draft	175 00
	Interest	701 74	30.	"	140 00
	Dif. interest between 10 p.c. as changed & 8 p.c. as agreed	459 90	Apr. 1.	"	175 00
			9.	"	245 00
			11.	"	157 50
			12.	"	280 00
			13.	"	175 00
			15.	"	210 00
			19.	"	105 00
			23.	"	35 00
			25.	"	210 00
			28.	"	105 00
			May 5.	"	270 00
			7.	"	210 00
			14.	"	120 00
			June 16.	To interest from C. G. P. & Co. statement	2,079 60
				" com's, 633 B. C.	686 64
				" freight	2,595 30
				" insurance	353 25
				" weight, storage, dray., &c.	757 00
				" dif. between 10 p. c. as credited and 8 p. c. as agreed	140 35
				" expense of holding 633 B. C. from date to the middle of Nov., 1881, 5 months, insurance 15c. per m	474 75
				Storage, 25c. per m.	821 22
				Interest 8 p. c. per annum	765 50
				Balance	6,701 69
		62,751 25			62,751 25
	To balance	6,701 69		Due W. A. Moore	6,701 69
				Am't due on notes held by C. G. Peper & Co.	[6,333 28]
				Net balance due W. A. Moore, after paying in. notes.	[368 41]

E. & O. E.

[The figures in brackets are erased in copy.]

427 EXHIBIT Y TO C. G. CONVERS' DEPOSITION.

Weights of 229 *B. C. sold by C. G. Peper & Co. Feb.* 14, '81.

Date purchase.	No. bale.	C. G. Peper & Co. weight.	W. A. Moore weight.
December 11	364	495	494
"	356	505	505
"	363	465	473
"	362	500	505
"	366	473	476
10	361	537	538
"	365	473	477
13	380	518	518
14	399	495	492
"	387	440	442
14	385	378	375
14	393	484	483
"	384	476	470
14	400	537	538
13	370	470	468
14	397	506	506
"	389	416	415
"	394	458	453
"	395	440	438
17	444	505	508
"	445	501	506
"	457	445	453
"	463	457	458
14	391	431	435
17	458	489	494
14	405	546	543
17	462	392	388
"	459	523	526
"	446	483	481
14	388	405	418
17	451	520	526
"	452	513	518
"	453	532	540
"	439	492	493
"	442	488	493
"	460	500	507
"	448	500	511
"	447	548	563
"	450	490	506
"	449	451	453
"	440	450	458
"	461	498	504
20	483	580	593
21	528	445	444
"	532	440	436
"	518	457	455

EXHIBIT Y—Continued.

Date purchase.	No. bale.	C. G. Peper & Co. weight.	W. A. Moore weight.
December 21	516	540	543
20	493	516	515
21	524	494	488
"	531	494	492
"	521	443	449
20	486	503	506
"	487	505	508
"	481	533	543
21	511	444	451
"	517	497	500
"	539	483	488
20	488	485	483
21	515	477	478
"	523	488	500
20	480	533	530
			30,262
December 21	520	468	476
"	525	477	480
17	441	447	453
20	484	529	535
"	474	460	463
"	472	540	555
"	469	410	421
"	475	476	483
21	522	498	491
"	529	460	462
18	467	529	518
20	489	480	485
"	491	523	513
21	538	463	466
"	513	521	516
20	498	483	488
21	536	525	547
22	548	547	548
20	473	574	588
21	536	525	547
22	548	547	548
20	473	574	588
"	470	495	507
21	510	457	455
"	534	455	450
"	535	535	553
20	504	522	541
21	509	387	378
20	477	485	488

EXHIBIT Y—Continued.

Date purchase.	No. bale.	C. G. Peper & Co. weight.	W. A. Moore weight.
December 20	496	496	498
"	485	548	558
21	514	467	471
20	492	497	500
21	508	507	508
22	559	593	599
"	556	527	533
"	558	390	396
20	495	533	535
22	555	475	480
"	560	450	459
23	569	538	548
"	566	478	478
"	570	570	573
21	542	511	517
"	506	540	538
"	507	517	513
20	494	488	488
20	500	545	548
21	543	485	488
"	541	537	538
22	547	478	484
18	465	355	361
20	501	416	418
18	466	558	553
22	554	484	498
"	549	437	442
20	499	478	489
20	478	489	488
22	461	457	469
20	497	503	506
January 5	609	451	448
"	603	510	515
"	611	479	490
"	604	523	528
			31,308
428			
January 5	606	557	558
"	605	500	508
8	621	508	506
8	618	513	518
7	616	377	377
7	619	522	526
12	652	485	483
12	635	513	513
10	634	508	515

EXHIBIT Y—Continued.

Date purchase.		No. bale.	C. G. Peper & Co. weight.	W. A. Moore weight.
January	11	636	502	498
	11	637	500	501
	12	644	458	463
	12	650	486	488
	"	643	483	488
	"	647	460	463
	"	639	466	468
	"	651	468	468
	"	638	412	413
	"	645	560	558
	"	642	475	483
	10	628	418	418
	"	629	432	438
	"	633	502	498
	"	632	468	473
	"	631	466	468
	21	711	548	554
	24	731	530	543
	"	728	410	418
	22	716	537	543
	"	713	548	553
	21	710	426	445
	24	723	505	508
	"	718	481	493
	"	730	469	475
	"	721	460	473
	21	709	480	490
	22	715	547	550
	"	712	490	498
	24	719	470	473
	"	720	503	513
	"	737	530	538
	26	761	427	428
	"	751	423	428
	"	762	490	488
	"	773	434	433
	"	760	435	435
	"	771	481	478
	24	740	715	716
	"	742	480	484
	"	732	479	483
	26	747	460	468
	24	734	463	468
	27	782	458	463
	26	777	497	483
	24	733	510	517
	26	776	521	513
	24	739	527	533

EXHIBIT Y—Continued.

Date purchase.		No. bale.	C. G. Peper & Co. weight.	W. A. Moore weight.
January	24	735	437	442
	26	775	493	498
	"	764	413	413
	"	744	410	416
	"	752	408	408
	27	779	423	423
	"	784	539	548
	26	769	498	498
	"	748	448	453
				32,074
	26	753	446	448
	"	759	525	523
	"	756	462	463
	"	755	521	518
	"	758	492	488
	"	743	485	488
	"	750	468	478
	"	765	470	473
	"	754	500	503
	27	783	569	568
	26	748	431	433
	27	786	547	548
	28	790	488	488
	26	770	480	482
	"	772	540	538
	28	788	458	458
	"	789	427	428
	27	787	480	483
	"	785	490	493
	31	799	525	523
	28	795	500	483
	"	793	523	523
	31	804	464	463
	"	798	450	448
	31	806	497	498
	28	791	454	458
	"	792	509	503
February	1	810	496	503
	"	815	509	508
	"	812	408	403
January	21	705	546	540
	"	703	426	428
	"	702	450	455
	"	706	475	475
		704	465	465

EXHIBIT Y—Continued.

Date purchase.	No. bale.	C. G. Peper & Co. weight.	W. A. Moore weight.
January 28	796	477	473
December 13	404	513	518
January 7	615	555	558
			18,626

RECAPITULATION.

		30,262
		31,308
		18,626
Weight of 229 B. C.		112,270 lb.
Less exp's		$12,490 05
Freight	938 90	
Weigh., stor., drayage	149 90	
Com's	280 26	
Ins.	77 30	
		1,446 26
Net cr.		11,043 79

429 EXHIBIT Z TO C. G. CONVERS' DEPOSITION.

Sale of 229 *B. C. taken from C. G. Peper & Co. Statement of Ac. Sales Rep., Exhibit* 86 *to* 110.

Date.	No. sale.	No. bales.	Freight.	Storage, weighing, drayage.	Insurance.	Commissions.	Net am't.	Total.
1881.				70				
Feb'y 14	116	7	28 70	4 55	2 80	8 61	298 99	344 35
				35				
"	"	2	8 20	1 30	80	2 62	91 62	104 89
"	"	1	4 10	75	40	1 22	42 41	48 88
"	"	10	41 00	7 50	4 00	11 79	407 02	471 31
"	"	11	45 10	8 25	4 40	13 24	458 51	529 50
"	"	12	49 20	9 00	4 80	14 66	508 90	586 56
"	"	22	90 20	16 80	8 80	28 34	989 28	1,133 42
"	"	20	82 00	15 15	8 00	23 70	819 11	947 96
"	"	8	32 80	6 30	3 20	9 06	311 00	362 36
"	"	6	24 60	4 65	2 40	7 40	256 81	295 86
"	"	3	12 30	2 25	1 20	3 79	131 84	151 38
"	"	19	77 90	14 23	7 60	23 89	831 81	955 45
"	"	6	24 60	4 80	2 40	7 78	271 46	311 04
"	"	5	20 50	3 90	2 00	6 37	221 87	254 64
"	"	5	20 50	2 50	1 25	6 36	223 89	254 50
"	"	9	36 90	4 65	2 25	10 69	372 95	427 44
"	"	5	20 50	2 50	1 25	5 69	197 71	227 65
"	"	15	61 50	7 50	3 75	18 06	631 44	722 25
"	"	19	77 90	9 65	4 75	23 46	822 58	938 34
"	"	18	73 80	9 00	4 50	21 99	770 16	879 45
"	"	8	32 80	4 00	2 00	10 05	353 04	401 89
"	"	11	45 10	5 50	2 75	13 27	464 37	530 90
"	"	6	24 60	3 00	1 50	6 99	243 68	279 77
26	117	1	4 10	1 00	50	1 23	42 54	49 37
		229	938 90	149 80	77 30	280 26	9,762 99	11,209 25

430 EXHIBIT W TO C. G. CONVERS' DEPOSITION.

Weights of 633 *Bales Cotton sold by C. G. Peper & Co., belonging to W. A. Moore.*

Date purchase.	No. bale.	C. G. Peper & Co. weight.	W. A. Moore weight.
December 13	404	417	418
20	503	412	435
"	471	411	453
"	479	527	546
22	550	387	413
January 6	613	493	517
"	614	637	660
"	612	530	558
7	617	524	548
8	625	354	373
"	626	490	508
10	630	447	458

EXHIBIT W.—Continued.

Date purchase.		No. bale.	C. G. Peper & Co. weight.	W. A. Moore weight.
January	10	627	526	543
	22	714	412	435
	24	727	429	448
	"	725	583	523
	"	722	400	438
	"	728	427	455
	26	766	529	543
	24	741	463	480
	26	749	392	408
	31	797	523	533
February	1	809	469	488
January	21	707	440	455
February	2	822	523	533
	9	870	414	428
	"	831	473	480
	3	844	453	463
	10	906	477	488
	"	913	457	493
	12	935	530	538
	15	945	490	498
	14	934	482	503
	16	974	462	468
	21	1019	489	503
	"	1029	450	485
	23	1041	542	548
	24	1048	512	503
	"	1050	602	608
March	1	1081	437	448
	"	1084	563	573
	4	1158	394	408
	11	1195	558	553
	"	1197	502	503
	14	1219	540	548
	"	1221	495	503
	21	1252	504	514
	31	1279	434	434
April	5	1287	440	443
	26	1327	333	483
	"	1326	345	493
May	6	1343	490	488
	"	1342	477	483
February	15	954	401	548
December	13	381	363	371
	"	383	526	533
	"	386	428	435
	"	373	571	578
	"	372	496	491

EXHIBIT W.—Continued.

Date purchase.	No. bale.	C. G. Peper & Co. weight.	W. A. Moore weight.
December 14	392	424	435
"	402	538	551
"	390	513	518
13	375	470	380
14	403	569	581
13	374	420	428
"	371	520	581
14	396	437	438
"	398	478	493
"	376	489	506
17	438	485	498
14	401	459	473
17	455	522	537
20	476	430	448
"	482	532	540
"	490	547	548
21	512	472	495
"	526	453	483
"	533	455	468
"	536	522	547
"	530	407	417
"	519	428	442
22	456	505	533
"	553	558	576
"	565	498	527
"	557	423	435
"	552	400	408
23	568	458	480
"	567	502	508
21	505	487	493
22	564	409	438
"	562	470	495
"	563	472	500
21	545	423	433
"	544	447	463
"	527	373	403
"	540	438	443
"	546	500	523
"	551	380	390
"	464	497	515
5	607	483	493
"	610	445	470
"	608	513	523
431			
January 8	622	442	478
"	624	523	536
"	620	505	508

EXHIBIT W.—Continued.

Date purchase.	No. bale.	C. G. Peper & Co. weight.	W. A. Moore weight.
January 8	623	465	452
12	649	455	468
"	646	510	513
"	648	424	433
"	653	487	507
"	640	565	573
"	641	570	583
24	724	535	538
"	717	497	613
"	726	521	524
"	738	390	404
"	736	432	440
26	774	335	348
27	778	506	518
26	763	507	508
"	768	443	453
"	746	452	463
"	757	502	508
27	780	443	453
"	781	438	448
26	769	440	443
31	800	493	508
"	801	480	493
"	803	491	498
"	802	442	448
"	794	490	498
February 1	813	440	438
January 31	508	497	503
"	807	475	478
February 1	808	533	528
"	811	493	493
"	814	537	543
January 21	708	482	480
			12,236
January 21	701	464	473
February 15	954	401	548
December 2	251	506	533
February 2	820	300	318
			12,236
			6,421
			29,700
			30,059
			30,479
			30,069

EXHIBIT W—Continued.

	30,208
	26,583
	28,126
	28,202
	25,178
	24,785
	306,516
	470
Weight of 630 b. c.	306,516
3 "	1,440
	307,956
Their credit	301,630
Short w't	6,326

432

Date purchase.	No. bale.	C. G. Peper & Co. weight.	W. A. Moore weight.
February 7	869	465	480
December 9	353	410	420
February 4	858	400	408
December 10	351	503	520
February 4	861	515	513
December 11	368	501	513
February 7	868	434	445
December 7	357	517	536
11	369	397	405
11	358	403	420
10	355	521	537
"	360	557	560
"	354	433	444
"	352	428	438
February 11	922	402	428
"	920	385	398
10	916	414	433
"	917	443	458
11	918	362	376
"	919	479	495
"	921	438	472
10	905	555	574
"	899	525	538
"	915	318	336
"	914	466	483
"	902	470	498
"	903	530	538
"	904	529	543

EXHIBIT W—Continued.

Date purchase.	No. bale.	C. G. Peper & Co. weight.	W. A. Moore weight.
February 10	909	476	493
"	901	488	498
"	900	513	528
"	897	548	553
"	910	497	518
"	907	420	448
"	898	549	573
"	912	456	461
"	895	481	503
"	911	458	463
"	908	415	503
14	942	491	503
"	943	434	443
"	940	540	558
"	937	480	488
"	939	520	523
"	938	497	508
"	941	536	538
"	936	450	463
"	933	523	528
"	944	495	508
"	930	432	448
"	932	467	488
"	931	513	518
16	962	962	495
"	974	508	513
"	978	448	448
"	973	476	488
"	976	503	508
"	972	388	400
"	968	472	473
"	966	538	538
"	967	442	448
6	963	500	503
"	966	426	438
"	980	454	458
"	979	509	513
"	975	417	423
"	970	446	458
"	964	540	558
"	977	470	473
"	961	448	458
"	965	501	513
15	957	557	568
"	955	438	443
"	959	421	431
"	956	506	503

EXHIBIT W—Continued.

Date purchase.	No. bale.	C. G. Peper & Co. weight.	W. A. Moore weight.
February 15	958	524	528
"	960	503	513
17	1000	446	450
"	999	489	498
"	994	548	558
"	988	532	538
"	990	483	493
"	989	530	533
"	982	475	478
"	995	509	508
"	981	543	551
"	993	705	708
"	997	483	488
"	987	373	378
"	983	496	498
"	986	484	488
"	985	419	418
"	992	560	553
"	996	472	483
"	991	438	438
"	984	496	503
"	998	475	488
"	1011	523	528
"	1009	420	445
"	1001	443	450
"	1005	468	470
18	1003	627	647
"	1004	497	530
"	1014	464	470
"	1005	474	483
"	1017	517	530
"	1018	485	505
"	1010	522	533
"	1013	533	528
"	1002	458	465
"	1007	488	484
"	1012	449	452
"	1006	505	518
21	1033	505	523
"	1022	518	533
"	1021	470	480
"	1020	478	495
"	1032	448	458
"	1030	500	528
"	1023	500	538
"	1027	517	548
"	1025	556	583

433 EXHIBIT W—Continued.

Date purchase.	No. bale.	C. G. Peper & Co. weight.	W. A. Moore weight.
February 21	1024	455	483
"	1026	498	528
"	1035	508	518
"	1028	555	570
"	1034	514	533
"	1031	475	483
23	1039	478	473
"	1038	421	428
22	1036	487	498
23	1040	531	538
"	1037	436	448
26	1064	463	478
"	1062	503	513
25	1061	503	518
26	1063	472	488
25	1154	389	390
"	1152	470	488
"	1151	452	458
24	1145	442	450
23	1144	448	556
24	1150	411	420
"	1149	473	478
25	1159	450	453
"	1161	488	493
"	1164	473	481
"	1160	493	493
"	1153	418	421
"	1155	415	423
24	1148	392	400
"	1146	523	530
"	1147	485	493
25	1157	425	428
"	1163	487	491
26	1162	467	478
25	1156	463	468
21	1130	500	503
23	1139	495	503
"	1138	497	498
"	1143	493	501
21	1135	490	495
23	1137	538	543
21	1129	567	578
22	1136	455	458
21	1131	500	516
"	1124	530	543
"	1127	494	498
"	1132	522	528

EXHIBIT W—Continued.

Date purchase.		No. bale.	C. G. Peper & Co. weight.	W. A. Moore weight.
February	21	1134	483	493
	"	1133	520	530
	23	1141	503	508
	"	1140	502	505
	21	1125	457	468
	23	1142	459	468
	21	1126	548	563
	28	1166	468	470
	"	1167	357	358
	"	1170	465	473
	"	1172	455	458
March	1	1173	460	466
February	28	1171	490	503
March	7	1180	447	458
	"	1178	424	433
	"	1177	405	413
	5	1165	443	448
	7	1168	475	480
	"	1169	530	533
	"	1175	539	563
	"	1176	476	493
	"	1179	439	453
	"	1174	502	513
	10	1187	454	460
	11	1201	482	480
	"	1202	486	483
	9	1183	402	413
	"	1181	501	512
	10	1188	417	427
	9	1184	511	528
	"	1182	520	533
	10	1185	509	518
	"	1186	433	438
	11	1206	480	478
	"	1208	496	518
	"	1189	465	473
	"	1194	487	498
	"	1207	460	453
	"	1191	488	493
	"	1203	557	558
	"	1204	488	483
	"	1198	490	493
	"	1203	557	558
	"	1204	488	483
	"	1198	490	493
	"	1205	500	503
	"	1209	484	493

EXHIBIT W.—Continued.

Date purchase.		No. bale.	C. G. Peper & Co. weight.	W. A. Moore weight.
March	11	1211	504	503
	"	1192	460	468
	"	1193	472	473
	"	1190	425	428
	"	1199	468	473
	"	1212	504	513
	"	1196	593	528
	"	1210	542	553
	15	1228	467	473
	14	1223	440	453
	15	1232	496	503
	"	1231	535	538
	"	1227	489	488
	"	1229	494	500
	"	1230	538	543
	"	1226	533	533
	"	1225	452	453
	14	1224	505	513
	12	1215	546	560
	"	1214	533	548
	11	1200	534	543
	12	1213	416	426
	3	1123	506	528
	"	1122	494	508
	17	1240	503	513
	"	1237	481	478
	"	1233	465	473
	15	1235	435	443
	16	1234	585	583
	17	1236	493	493
434				
March	17	1238	496	503
February	10	896	502	528
March	17	1239	501	513
February	17	894	480	538
	16	874	470	513
	9	883	416	433
	"	877	500	515
	"	878	570	600
	"	881	510	530
	"	876	465	480
	"	882	411	433
	"	879	495	520
	"	880	554	565
	"	875	503	525
	"	871	518	528
	"	873	501	525

EXHIBIT W—Continued.

Date purchase.	No. bales.	C. G. Peper & Co. weight.	W. A. Moore weight.
February 9	872	452	470
4	859	526	533
"	862	547	548
"	857	435	444
"	856	409	423
3	843	464	468
4	855	489	493
"	863	500	503
2	832	483	488
"	828	395	438
"	834	507	513
"	833	442	443
"	819	411	418
"	830	558	558
"	835	504	508
"	816	502	518
"	818	512	518
"	829	502	508
"	823	433	408
"	817	485	498
"	826	478	483
"	824	405	408
"	825	464	473
3	836	545	563
"	840	457	468
"	847	433	438
"	850	478	478
"	838	538	538
"	845	455	463
"	851	500	498
"	847	556	438
"	837	463	468
"	842	395	400
"	848	477	483
"	839	503	508
"	846	286	293
"	841	482	493
"	852	535	542
2	827	527	528
3	853	510	503
5	865	538	548
"	864	508	518
"	667	498	469
4	860	447	453
5	867	418	419
4	854	377	388
February 24	1045	540	543

EXHIBIT W.—Continued.

Date purchase.		No. bale.	C. G. Peper & Co. weight.	W. A. Moore weight.
March	11	1211	504	503
	"	1192	460	468
	"	1193	472	473
	"	1190	425	428
	"	1199	468	473
	"	1212	504	513
	"	1196	593	528
	"	1210	542	553
	15	1228	467	473
	14	1223	440	453
	15	1232	496	503
	"	1231	535	538
	"	1227	489	488
	"	1229	494	500
	"	1230	538	543
	"	1226	533	533
	"	1225	452	453
	14	1224	505	513
	12	1215	546	560
	"	1214	533	548
	11	1200	534	543
	12	1213	416	426
	3	1123	506	528
	"	1122	494	508
	17	1240	503	513
	"	1237	481	478
	"	1233	465	473
	15	1235	435	443
	16	1234	585	583
	17	1236	493	493
434				
March	17	1238	496	503
February	10	896	502	528
March	17	1239	501	513
February	17	894	480	538
	16	874	470	513
	9	883	416	433
	"	877	500	515
	"	878	570	600
	"	881	510	530
	"	876	465	480
	"	882	411	433
	"	879	495	520
	"	880	554	565
	"	875	503	525
	"	871	518	528
	"	873	501	525

EXHIBIT W—Continued.

Date purchase.	No. bales.	C. G. Peper & Co. weight.	W. A. Moore weight.
February 9	872	452	470
4	859	526	533
"	862	547	548
"	857	435	444
"	856	409	423
3	843	464	468
4	855	489	493
"	863	500	503
2	832	483	488
"	828	395	438
"	834	507	513
"	833	442	443
"	819	411	418
"	830	558	558
"	835	504	508
"	816	502	518
"	818	512	518
"	829	502	508
"	823	433	408
"	817	485	498
"	826	478	483
"	824	405	408
"	825	464	473
3	830	545	563
"	840	457	468
"	847	433	438
"	850	478	478
"	838	538	538
"	845	455	463
"	851	500	498
"	847	556	438
"	837	463	468
"	842	395	400
"	848	477	483
"	839	503	508
"	846	286	293
"	841	482	493
"	852	535	542
2	827	527	528
3	853	510	503
5	865	538	548
"	864	508	518
"	667	498	469
4	860	447	453
5	867	418	419
4	854	377	388
February 24	1045	540	543

EXHIBIT W—Continued.

Date purchase.	No. bales.	C. G. Peper & Co. weight.	W. A. Moore weight.
February 25	1051	464	463
"	1052	432	438
"	1053	491	508
"	1054	455	458
23	1042	456	465
25	1059	493	503
23	1043	453	458
24	1049	540	538
23	1044	520	528
24	1047	513	513
25	1058	433	438
"	1060	438	448
"	1057	393	398
24	1046	543	548
25	1056	451	458
21	1035	427	518
March 1	1083	560	558
"	1076	429	428
"	1091	480	483
"	1101	406	415
"	1074	393	388
"	1096	465	473
"	1089	487	488
"	1077	483	488
"	1075	364	363
"	1088	540	548
"	1073	567	573
"	1095	471	483
"	1079	425	430
"	1080	411	418
"	1082	420	426
"	1070	430	438
February 28	1068	500	518
"	1071	520	528
"	1072	499	503
"	1066	389	398
March 1	1093	472	478
"	1100	458	468
"	1092	485	488
"	1094	480	493
"	1086	469	478
"	1078	413	418
February 28	1065	525	536
"	1067	457	463
March 1	1090	485	493
"	1097	493	503
"	1099	466	468

Exhibit W—Continued.

Date purchase.		No. bales.	C. G. Peper & Co. weight.	W. A. Moore weight.
March	1	1087	518	533
	"	1085	507	513
	"	1098	455	458
	3	1121	453	463
	"	1116	483	493
	"	1115	377	388
	"	1120	506	508
	1	1106	413	415
	3	1117	435	442
	1	1107	468	480
	3	1119	488	508
	"	1112	517	523
	1	1109	474	485
435				
March	3	1111	495	503
	"	1114	503	513
	"	1108	487	500
	"	1113	397	403
	"	1118	420	438
	1	1102	397	403
	"	1104	467	476
	3	1110	485	488
	1	1103	455	465
	"	1105	462	463
	14	1222	517	518
	"	1218	466	478
	"	1220	478	503
	21	1244	505	513
	"	1246	455	468
	"	1243	435	443
	"	1251	447	450
	"	1245	510	523
	18	1241	385	388
	21	1249	475	483
	"	1242	509	511
	"	1248	544	553
	"	1250	452	458
	23	1255	575	573
	"	1259	463	463
	"	1261	493	488
	"	1265	497	498
	23	1258	481	488
	"	1254	477	483
	24	1264	486	493
	"	1266	460	468
	23	1257	540	538
	24	1263	424	433

EXHIBIT W—Continued.

Date purchase.		No. bale.	C. G. Peper & Co. weight.	W. A. Moore weight.
March	23	1256	420	418
	24	1262	433	438
	12	1216	518	553
	22	1253	473	468
	12	1217	501	508
	25	1216	537	540
	25	1269	480	483
	"	1268	465	468
	28	1274	413	408
	"	1272	441	443
	"	1270	480	478
	"	1271	512	508
	"	1269	442	443
	"	1275	412	408
	"	1273	458	458
	29	1276	480	486
	"	1277	503	514
	31	1280	497	505
April	1	1282	510	516
	"	1281	528	537
	"	1278	480	498
March	30	1286	470	463
April	5	1283	513	305
	"	1288	458	463
	"	1284	477	478
	"	1285	468	473
April	11	1298	418	428
	"	1300	532	548
	"	1297	505	513
	"	1304	471	478
	"	1299	503	519
	12	1301	435	438
	"	1302	493	498
	"	1303	500	503
	9	1292	430	438
	"	1294	445	458
	"	1293	531	528
	"	1295	513	531
	"	1290	476	488
	"	1296	486	500
	"	1291	401	413
	"	1289	442	446
	15	1310	550	553
	"	1313	435	433
	"	1312	463	464
	"	1315	321	323
	"	1314	453	458

EXHIBIT W—Continued.

Date purchase.		No. bale.	C. G. Peper & Co. weight.	W. A. Moore weight.
April	13	1311	567	568
	"	1306	503	503
	"	1309	611	618
	"	1307	557	558
	"	1305	452	448
	"	1308	490	488
	16	1317	422	433
	"	1316	494	503
	"	1318	418	428
	25	1322	487	495
	"	1320	443	455
	"	1324	393	408
	15	1319	490	553
	"	1325	394	408
	"	1323	433	438
	"	1321	426	433
	27	1328	572	581
May	2	1329	428	428
	"	1331	486	478
	"	1330	473	468
	"	1334	461	464
	"	1333	464	460
	"	1332	508	508
	"	1338	452	463
	"	1339	493	498
	4	1337	457	455
	"	1336	463	458
	"	1335	404	403
	6	1341	447	453
	"	1340	483	488
	13	1348	353	353
	11	1346	626	670
	"	1347	493	498
	"	1345	514	540
December	13	378	451	450
	"	377	433	457
	"	379	448	466
	17	443	542	563

436 EXHIBIT V TO C. G. CONVERS' DEPOSITIONS.

Date.	No. sale.	No. bales.	Freight.	Storage, weighing, drayage.	Insurance.	Commissions.	Net am't.	Total.
June 2.	137	2	8 20	3 50	1 60	2 03	65 79	81 12
"	"	4	16 40	7 00	3 20	4 38	144 12	175 10
"	"	9	36 90	15 90	7 20	10 12	334 48	404 60
"	"	2	8 20	3 50	1 60	2 15	70 69	86 14
"	"	1	4 10	1 75	80	1 19	39 79	47 63
"	"	9	36 90	15 75	7 20	9 69	317 91	387 45
"	"	5	20 50	8 75	4 00	5 44	178 85	217 54
"	"	2	8 20	3 50	1 60	3 19	72 11	87 60
"	"	11	45 10	16 50	7 70	11 17	366 29	446 76
"	"	3	12 30	4 65	2 10	3 29	109 15	131 49
"	"	4	16 40	6 00	2 80	4 41	146 96	176 57
"	"	4	16 40	6 00	2 80	4 28	141 70	171 18
"	"	2	8 20	3 00	1 40	2 59	88 38	103 57
"	"	3	12 30	4 50	2 10	3 54	119 27	111 71
"	"	4	16 40	6 00	2 80	3 79	122 76	151 75
"	"	6	24 60	9 00	4 20	6 35	209 98	254 13
"	"	1	4 10	1 25	60	1 00	33 20	40 15
"	"	11	45 10	13 90	6 60	12 25	412 25	490 10
"	"	2	8 20	2 65	1 20	2 11	70 34	84 50
"	"	4	16 40	5 00	2 40	4 14	137 59	165 53
"	"	60	246 00	75 90	36 00	65 53	2,197 63	2,621 06
"	"	12	49 20	15 00	7 20	12 66	416 19	500 25
"	"	7	28 70	9 75	4 20	6 68	218 03	267 36
"	"	18	73 80	25 90	10 80	19 87	664 32	794 69
"	"	13	53 30	16 40	7 80	14 55	489 94	581 99
"	"	25	102 50	131 55	15 00	27 22	912 34	1,088 61
"	"	20	82 00	25 15	12 00	22 72	766 80	908 67
"	"	18	73 80	22 65	10 80	20 16	679 15	806 56
"	"	15	61 50	19 05	9 00	17 10	577 45	684 10
437 "	"	5	20 50	5 00	2 50	5 37	181 34	214 71
"	"	17	69 70	17 00	8 50	18 35	620 28	733 83
"	"	4	16 40	4 00	2 00	4 43	150 29	177 12
				49 50				
"	"	55	225 50	5 50	27 50	58 43	1,970 76	2,337 19
"	"	20	82 00	20 15	10 00	20 92	703 60	836 67
"	"	36	147 60	36 15	18 00	39 69	1,346 40	1,587 84
"	"	10	41 00	10 00	5 00	10 76	363 48	430 24
"	"	19	77 90	19 90	9 50	21 22	720 38	848 90
"	"	14	57 40	14 00	7 00	15 92	542 42	636 74
"	"	10	41 00	10 00	5 00	11 32	385 18	452 50
"	"	3	12 30	3 00	1 50	3 33	113 19	132 33
"	"	25	102 50	25 15	12 50	27 10	916 71	1,083 96
"	"	11	45 10	8 25	4 40	11 73	399 64	469 12
"	"	6	24 60	4 50	2 40	6 84	235 23	273 57
"	"	5	20 50	3 75	2 00	4 99	168 23	199 47
"	"	16	65 60	12 00	6 40	17 29	590 48	691 77
"	"	6	24 60	4 50	2 40	6 36	216 63	254 49
"	"	5	20 50	3 90	2 00	5 96	206 08	238 44
"	"	3	12 30	2 40	1 20	3 06	102 77	121 73
"	"	7	28 70	5 25	2 80	6 99	266 03	279 77
				40				
"	"	1	4 10	10	25	1 36	46 04	52 19
"	"	5	20 50	2 50	1 25	5 29	181 45	210 97
"	"	8	32 80	4 75	2 00	8 46	290 25	338 20
"	"	4	16 40	2 00	1 00	4 53	157 29	181 22
"	15	1	4 10	2 00	80	1 01	32 68	40 59
"	"	2	8 20	4 00	1 60	1 98	63 51	79 29

EXHIBIT V—Continued.

Date.	No. sale.	No. bales.	Freight.	Storage, weighing, drayage.	Insurance.	Commissions.	Net am't.	Total.
June 2.	15	2	8 20	4 00	1 60	2 38	79 13	95 31
"	"	3	12 30	6 00	2 40	3 04	97 76	121 50
"	"	1	4 10	2 00	80	87	27 06	33 83
"	"	6	24 60	9 00	4 80	6 32	227 30	272 52
"	"	2	8 20	3 50	1 40	2 19	72 28	87 57
438								
June 15.	141	5	20 50	8 75	3 50	5 06	164 78	202 5/6
"	"	3	12 30	5 25	2 10	3 11	101 80	124 56
"	"	2	8 20	3 50	1 40	2 23	73 95	89 28
"	"	1	4 10	1 75	70	99	32 06	39 60
"	"	1	4 10	1 75	70	1 18	39 34	47 07
"	"	3	12 30	4 50	1 80	3 02	98 98	120 60
"	"	2	8 20	3 00	1 20	2 10	69 56	84 06
"	"	3	12 30	4 50	1 80	3 38	113 20	135 18
"	"	1	4 10	1 50	60	1 04	34 34	41 58
"	"	2	8 20	3 00	1 20	2 11	70 00	84 51
"	"	1	4 10	1 50	60	1 22	41 36	48 78
"	"	2	8 20	3 00	1 20	2 51	85 35	100 26
"	"	2	8 20	3 00	1 20	2 25	75 35	90 00
"	"	1	4 10	1 50	60	89	28 37	35 46
"	"	2	8 20	2 50	1 00	2 39	81 31	95 40
"	"	2	8 20	2 50	1 00	2 33	79 12	93 15
"	"	1	4 10	1 25	50	1 14	38 37	45 36
"	"	1	4 10	1 25	50	97	31 88	38 70
"	"	1	4 10	1 50	60	1 22	41 36	48 78
"	"	1	4 10	1 00	40	99	33 38	39 87
"	"	2	8 20	6 40	80	1 67	49 88	66 95
"	"	2	8 20	2 15	80	2 18	73 70	87 03
"	"	1	4 10	3 85	3 60	66	17 29	26 50
Aug. 8.	145	1	4 10	2 75	1 00	1 11	35 31	47 27
6.	"	1	4 10	1 75	25	38	8 52	15 00

Endorsed: Opened and published by order of court, Jan. 31st, 1883. Ralph L. Goodrich, clerk, by W. P. Field, D. C.

439 EXHIBIT "A."—J. ROBERTSON, *Notary Public.*

ST. LOUIS, MO., *Dec. 13th*, 1880.

Mr. W. A. Moore, Hot Springs, Arks., in Account with Charles G. Peper & Co.

(Copy.)

1880.			Days.	Interest.	
Aug. 13.	To cash, S. D., Ark. State Bank		122	33 90	1,000 00
" 16.	"	Hot Sp. Bank	119	10 47	316 90
" 19.	"	Andrew Bruon	116	------	509 25
" "	"	"	"	------	554 30
" "	"	Hot Sp. Bank	"	------	61 80
" "	"	S. B. Young, cash'r	"	60 68	757 78
" 20.	"	Hot Sp. Rank	115	4 21	131 90
" 24.	"	Andrew Bruon	111	19 10	681 18

1880.				Days.	Interest.	
Aug.	25.	To cash, S. D., Andrew Bruon		110		400 50
"	"	"	C. N. Rix, cash'r	"	26 22	457 50
"	26.	"	Eckerly Bros. & Co.	109	2 29	75 40
"	27.	"	C. N. Rix, cash'r	108	9 29	309 45
Sept.	23.	To mdse., as per bill		81	35	15 55
"	28.	To cash, currency by ex.		76	42 24	2,000 00
Nov.	15.	To cash, S. D., Ark. State Bank		28		50 80
"	"	"	Andrew Bruon	"		45 00
"	"	"	Hot Sp'g Bank	"	2 88	175 00
"	16.	"	"	27	90	120 00
"	17.	"	"	26	65	90 00
"	19.	"	Ark. State Bank	24	2 80	420 00
"	26.	"	A. B. Gaines, cash'r	17	95	200 50
"	29.	"	Ark. State Bank	14		180 00
"	"	"	"	"	1 19	124 00
Dec.	2.	"	"	11	61	200 00
"	4.	"	"	9		130 00
"	"	"	C. N. Rix, cash'r	"	65	130 00
"	6.	"	"	7	50	260 00
"	"	"	Ark. State Bank	"		521 30
"	13.	"	C. N. Rix, cash'r			200 00
"	"	"	Ark. State Bank			237 11
"	"	"	Roe Transfer Co.			203 77
"	"	To interest			219 88	219 88
"	"	To amount due C. G. Peper & Co.				10,778 87

E. & O. E.

67 B. C. on hand.
9 " to "

440 ST. LOUIS, MO., *Jan'y 6th*, 1881.

Mr. W. A. Moore, Hot Springs, Ark., in Account with Charles G. Peper & Co.

1880.				Days.	Interest.	
Dec.	13.	To balance, as per statement rendered		25	74 85	10,778 87
"	16.	To cash, S. D., A. Bruon & Co.		22	1 85	300 00
"	17.	"	"	21		53 00
"	"	"	Ark's State Bank	"	3 80	600 00
"	20.	"	C. N. Rix, cash'r	18		780 00
"	"	"	Fones Bros.	"		160 29
"	"	"	C. N. Rix, cash'r	"		150 00
"	"	To cash from Capt. Morgan		"	7 95	500 00
"	23.	To cash, S. D., C. N. Rix, cash'r		15		120 00
"	"	"	A. Bruon	"		500 00
"	"	"	"	"	4 04	350 00
"	24.	"	"	14		150 00
"	"	"	C. N. Rix, cash'r	"	3 24	681 19
"	27.	"	A. Bruon	11		100 00
"	"	"	"	"		100 00
"	"	"	"	"		362 00
"	"	"	"	"		427 00
"	"	"	C. N. Rix, cash'r	"		600 00
"	"	"	"	"		48 00
"	"	"	"	"	5 61	200 00
"	29.	"	"	9	75	300 00
"	30.	"	A. Bruon & Co	8	44	200 00
"	15.	"	C. N. Rix, cash'r	23	25	40 00
Jan'y	3.	"	Henry Spirey	4	09	83 00
"	6.	To interest			102 86	102 86
						17,686 21

CREDIT.

Dec.	24.	By acc't sale 62 B. C.		14	12 57	3,233	68
Jan'y	6.	" hides				250	57
"	"	By interest			12 57	12	57
"	"	" balance due C. G. Peper & Co.				14,189	39
						17,686	21

E. & O. E. Copy.

Jan'y 6. To balance due C. G. Peper & Co. 14,189 39

On hand and to arrive, 193 B. C.

441 ST. LOUIS, MO., *Jan'y* 16, 1881.

Mr. W. A. Moore, Hot Springs, Ark., in Account with Charles G. Peper & Co.

1881.			*Days.*	*Interest.*	
Jan'y	6.	To balance as per statement rendered	161	634 58	14,189 39
"	8.	To cash, S. D., A. Bruon & Co	159		300 00
"	"	" " " "	"	16 31	69 00
"	10.	" " "	157	1 74	40 00
"	11.	" " Roe Transfer Co.	156		80 00
"	"	" from Capt. Morgan	"	10 40	160 00
"	12.	" S. D., by C. G. Peper for W. A. M	155	10 21	237 11
"	"	" " " "	155	41 39	961 15
"	8.	" from Capt. Morgan	159	8 83	200 00
"	13.	" S. D., by C. G. Peper for W. A. M	154		175 00
"	"	" " " "	154	10 48	70 00
"	14.	" " " "	153		121 15
"	"	" " " "	153		366 85
"	"	" " " "	153	25 08	102 00
"	15.	" " " "	152		185 00
"	"	" " " "	152	58 06	1,190 11
"	17.	" paid recording deeds	150		5 00
"	17.	To bills receivable, amount credited on notes Jan'y 10, 90 d. d.	150	31 13	742 10
"	24.	To cash, S. D., by J. H. M. for W. A. M.	143	19 07	480 00
"	27.	" " " "	140		179 85
"	"	" " " "	140	23 33	420 15
"	28.	" " " "	139		400 00
"	"	" " " "	139	30 88	400 00
"	29.	" " " "	138	39 86	1,040 00
"	31.	" " " "	136		400 00
"	"	" " " "	136	27 20	320 00
Feb.	2.	" " " "	134	1 48	40 00
"	3.	" " C. N. Rix	133		120 00
"	"	" " "	"		360 00
"	"	" " "	"	28 07	280 00
"	4.	" " Ark. State Bank	132	6 23	169 96
"	5.	" " "	131		276 15
"	"	" " C. N. Rix, cash'r	"		470 04
"	"	" " "	"	32 98	160 00
"	7.	" " "	129		280 00
"	"	" " "	"		323 55
"	"	" " "	"	25 93	120 00
"	9.	" " J. H. M. for W. A. M.	127		120 00
"	"	" " C. N. Rix	127	14 11	280 00
"	5.	" proceeds of sale of 3 wagons	131	6 17	169 80
"	12.	To cash, S. D., by J. H. M. for W. A. M.	124		240 00
"	"	" " " "	124		240 00
"	"	" coll'n of $50 note	124	16 53	25

1881.				Days.	Interest.	
Feb.	14.	To cash, S. D., by J. H. M. for W. A. M.		122		91 00
"	"	"	"	122		164 88
"	"	"	"	"		189 12
"	"	"	"	"		100 00
"	"	"	"	"		500 00
"	"	"	"	"	40 13	139 25
"	15.	"	"	121	6 08	180 75
"	16.	"	"	120		250 56
"	"	"	"	"	16 00	229 44
"	17.	"	"	119	2 18	65 90
"	18.	"	"	118		597 30
"	"	"	"	"		126 77
"	"	"	"	"		94 10
"	"	"	"	"	30 54	113 23
"	To	cash paid Geo. G. Latta by J. H. M.		123	34	10 00
"	19.	" S. D., by J. H. M. for W. A. M.		117		153 57
"	"	" " " "		"	12 88	242 70
		Forward		1,228	20 29	732 48

442

		Forward		1,228	20	29,732 48
Feb.	22.	To cash, proceeds of sale of 2 wagons		114	3 81	120 36
"	21.	To cash, S. D., by J. H. M. for W. A. M.		115		400 00
"	"	"	"	115	18 20	169 96
"	"	"	"	"		76 47
"	"	"	"	"	5 64	100 00
"	"	"	"	"		185 55
"	"	"	"	"	15 53	300 67
"	"	"	"	"		144 00
"	"	"	"	"	10 06	170 88
"	"	"	"	"	12 77	400 00
"	23.	"	"	113		100 00
"	"	"	"	"	11 31	260 30
"	"	"	"	"		40 00
"	"	"	"	"	10 68	300 00
"	24.	"	"	112		28 25
"	"	"	"	112	8 14	233 22
"	25.	"	"	111		100 00
"	"	"	"	"	5 55	80 00
"	28.	"	"	108		100 00
"	"	"	"	"	7 80	160 00
"	"	"	"	"		160 00
"	"	"	"	"	5 00	6 78
"	"	"	"	"		100 00
"	"	"	"	"	5 40	80 00
Mar.	2.	" S. D., C. N. Rix		106	3 53	120 00
"	3.	" " "		105	8 16	280 00
"	4.	" " "		104	27 73	960 00
"	7.	" telegram to C. M. Rix		101		95
"	"	" S. D., C. N. Rix		"	21 35	760 00
"	"	" " "		"		360 00
"	"	" " "		"	56 11	1,640 00
"	8.	" paid Gibert Bros.		100	30	10 75
"	9.	" S. D., C. N. Rix		99		520 00
"	"	" " "		"	17 60	120 00
"	14.	" " "		94	29 24	1,120 00
"	15.	" paid coll'n $50 note		93		25
"	16.	" S. D., C. N. Rix		92	8 94	350 00
"	18.	" " "		90		35 00
"	"	" " "		"		175 00
"	"	" " "		"	9 63	175 00
"	21.	" " "		87		70 00
"	"	" " "		"	5 93	175 00
"	22.	To mdse., as per bill		86	05	1 90

1881.				Days.	Interest.	
Mar.	23.	To cash, S. D., C. N. Rix		85		315 00
"	"	" " "		"	8 26	35 00
"	26.	" " "		82		385 00
"	"	" " "		"	10 36	70 00
"	"	" " "		"		70 00
"	"	" " "		"	2 39	35 00
"	30.	" " "		78		70 00
"	"	" " "		"	5 30	175 00
April	2.	" " "		75	2 91	1 40
"	5.	" coll'g $50 note		72		25
"	"	" S. D., C. N. Rix		"	3 51	175 00
"	13.	" " "		64		157 50
"	"	" " "		"	7 16	245 00
"	14.	" " "		63	4 89	280 00
"	16.	" " "		61	2 97	175 00
"	21.	" " A. B. Gaines		56	1 63	105 00
"	18.	" " C. N. Rix		59	3 44	210 00
"	28.	" " "		49		35 00
"	"	" " "		49	3 32	210 00
May	2.	" " "		45	1 32	105 00
"	7.	" " "		40	3 00	270 00
"	9.	" " A. Bruon		38	2 22	210 00
"	11.	" coll'g $50 note		36		25
"	16.	" S. D., A. Bruon & Co.		31	1 03	120 00
"	25.	" E. T. Bustin, in wagons, for articles short		22	15	26 00
		Forward			1,600 52	44,041 77

443

		Forward		1,600 52	44,041 77
June	7.	To cash, coll'g $50 note			25
"	16.	To interest		1,600 52	
"	"	" on freight, as per statement A herewith		117 59	
					1,718 11
					45,760 13

CREDIT.

Jan'y	17.	By note Jan'y 10, 90 D. D.		157	106 12	2,433 46
"	"	" " 10, 6 m.		157	102 12	2,433 46
"	"	" " 10, 9 m.		157	106 12	2,433 46
"	"	" " 13, Sept. 1		154	4 27	100 00
"	"	By 13 wagons		150	30 93	742 10
"	"	By note Wm. H. Graves		150		50 00
"	"	" " "		"		50 00
"	"	" " "		"		50 00
"	"	" " "		"		50 00
"	"	" " "		"		50 00
"	"	" " "		"	12 50	50 00
"	"	By account sale 1 B. C.		"	2 02	48 66
"	26.	" " 4 "		141	7 35	187 71
"	29.	" cash paid Capt. Morgan		138	2 88	75 00
Feb.	5–19.	" " "		124	2 20	64 00
"	22.	" " "		114	1 93	60 91
"	23.	" " "		113	31	10 00
"	25.	" " "		111	2 69	87 50
June	16.	" acc't sale No. 730	7 B. C.			260 21
"	"	" " 731	4			144 52
"	"	" " 732	5			181 53
"	"	" " 733	19			677 68

1881.							Days.	Interest.	
June	16.	By acc't sale		No. 734	13	All forwarded to assignee, through Mr. Whipple.			459 01
"	"	"	"	735	13				492 20
"	"	"	"	736	58				2,143 11
"	"	"	"	737	12				435 97
"	"	"	"	738	5				193 26
"	"	"	"	739	30				1,071 33
"	"	"	"	740	9				339 74
"	"	"	"	741	9				335 50
"	"	"	"	742	9				333 34
"	"	"	"	743	11				411 24
"	"	"	"	744	5				171 88
"	"	"	"	745	18				683 48
"	"	"	"	746	23				826 75
"	"	"	"	747	24				853 53
"	"	"	"	748	9				333 46
"	"	"	"	749	22				821 90
"	"	"	"	750	8				287 22
"	"	"	"	751	1				37 02
"	"	"	"	752	4				137 59
"	"	"	"	753	60				2,197 63
"	"	"	"	754	12				416 19
"	"	"	"	755	7				218 03
"	"	"	"	756	13				664 32
"	"	"	"	757	13				489 94
"	"	"	"	758	25				912 34
"	"	"	"	759	20				766 80
"	"	"	"	760	18				679 15
"	"	"	"	761	15				677 45
444		Forward			506			385 64	27,529 58
		Forward			506	B. C,		385 64	27,529 58
June	16.	By acc't sale		No. 762	5				181 34
"	"	"	"	763	17				620 28
"	"	"	"	764	4				150 29
"	"	"	"	765	55				1,970 76
"	"	"	"	766	20				703 60
"	"	"	"	767	36				1,346 40
"	"	"	"	768	10				363 48
"	"	"	"	769	19				720 38
"	"	"	"	770	14				542 42
"	"	"	"	771	10				385 18
"	"	"	"	772	3				113 19
"	"	"	"	773	25				916 71
"	"	"	"	774	11				399 64
"	"	"	"	775	6				235 23
"	"	"	"	776	5				168 23
"	"	"	"	777	16				590 48
"	"	"	"	778	6				216 63
"	"	"	"	779	5				206 08
"	"	"	"	780	3				102 77
"	"	"	"	781	7				236 03
"	"	"	"	782	1				46 04
"	"	"	"	783	5				181 45
"	"	"	"	784	8				290 25
"	"	"	"	785	4				157 29
"	"	"	"	786	1				32 68
"	"	"	"	787	2				63 51
"	"	"	"	788	2				79 13
"	"	"	"	789	3				97 76
"	"	"	"	790	1				27 06
"	"	"	"	791	6				227 30
"	"	"	"	792	2				72 28
"	"	"	"	793	5				164 78
"	"	"	"	794	3				101 80
"	"	"	"	795	2				73 95

All forwarded to assignee, through Mr. Whipple.

1881.						Days.	Interest.	
June	16.	By acc't sale No.	796		1			32 06
"	"	"	"	797	1			39 34
"	"	"	"	798	3			98 98
"	"	"	"	799	2			69 56
"	"	"	"	800	3			113 20
"	"	"	"	801	1			34 34
"	"	"	"	802	2			70 00
"	"	"	"	803	1			41 36
"	"	"	"	804	2			85 35
"	"	"	"	805	2			75 35
"	"	"	"	806	1			28 37
"	"	"	"	807	2			81 31
"	"	"	"	808	2			79 12
"	"	"	"	809	1			38 37
"	"	"	"	810	1			31 88
"	"	"	"	811	1			33 38
"	"	"	"	812	2			49 88
"	"	"	"	813	2			73 70
"	"	By interest			838		385 64	385 64
"	"	" balance due C. G. Peper & Co.						4,984 96
								45,760 13

E. & O. E.

June 16. To balance due C. P. Peper & Co. 4,984 96
On hand ..... 3 B. C.
To arrive ..... 1 " now being traced up.

445 A.

ST. LOUIS, MO., *June* 16, 1881.

Mr. W. A. Moore in Account with Charles G. Peper & Co.

Statement for Interest on Freight.

1880.						Days.	Interest.	Freight.
Nov.	20.	To cash p'd fr't on	9	B. C.		208	2 12	36 90
"	23.	" "	11	"		205	2 58	45 10
"	26.	" "	3	"		202	68	12 30
Dec.	1.	" "	4	"		197	90	16 40
"	4.	" "	6	"		194	1 32	24 60
"	8.	" "	13	"		190	2 82	53 30
"	10.	" "	13	"		188	2 77	53 30
"	11.	" "	1	"		187	21	4 10
"	14.	" "	3	"		184	62	12 30
"	20.	" "	7	"		178	1 41	28 70
"	21.	" "	6	"		177	1 21	24 60
"	23.	" "	1	"		175	20	4 10
"	"	" "	2	"		"	39	8 20
"	24.	" "	21	"		174	4 16	86 10
"	27.	" "	12	"		171	2 34	49 20
"	28.	" "	75	"		170	14 52	307 50
"	29.	" "	2	"		169	37	8 20
"	30.	" "	12	"		168		49 20
"	"	" "	20	"		"	6 12	82 00
"	31.	" "	9	"		167	1 71	36 90
Jan'y	3.	" "	5	"		164	93	20 50
"	12.	" "	9	"		155	1 59	36 90
"	14.	" "	15	"		153	2 61	61 50
"	21.	" "	15	"		146	2 49	61 50
"	22.	" "	12	"		145	1 98	49 20

1880.							Days.	Interest.	Freight.
Jan'y	31.	To cash p'd fr't on	15	B. C.			136	2 32	61 50
"	"	" "	8	"			"	1 24	32 80
Feb.	1.	" "	50	"			135	7 68	205 00
"	3.	" "	9	"			133	1 36	36 90
"	8.	" "	19	"			128	2 76	77 90
"	11.	" "	12	"			125	1 71	49 20
"	14.	" "	12	"			122	1 67	49 20
"	15.	" "	33	"			121	4 55	135 30
"	16.	" "	39	"			120	5 33	159 90
"	17.	" "	7	"			119	95	28 70
"	19.	" "	20	"			117	2 66	82 00
"	21.	" "	16	"			115	2 10	65 60
"	23.	" "	20	"			113 }	----	82 00
"	"	" "	4	"			" }	3 09	16 40
"	24.	" "	27	"			112	3 45	110 70
"	26.	" "	18	"			110	2 25	73 80
Mar.	2.	" "	6	"			106	73	24 60
"	3.	" "	17	"			105	2 03	69 70
"	5.	" "	19	"			103	2 23	77 90
"	9.	" "	61	"			99	6 88	250 10
"	12.	" "	21	"			96	2 29	86 10
"	15.	" "	36	"			93	3 81	147 60
"	16.	" "	10	"			92	1 05	41 00
"	17.	" "	21	"			91	2 17	86 10
"	21.	" "	6	"			87	59	24 60
"	22.	" "	10	"			86	99	41 00
"	24.	" "	15	"			84	1 44	61 50
"	30.	" "	11	"			78	98	45 10
"	31.	" "	15	"			77	1 31	61 50
April	4.		2	"			73	17	8 20
"	7.		2	"			70	16	8 20
"	8.		7	"			69	55	28 70
"	12.		5	"			65	37	20 50
		Forward						126 92	

446

		Forward	859	bales C.				126 92	3,521 90
April	15.	To cash paid on	6	"			62	42	24 60
"	16.	" "	8	"			61	56	32 80
"	21.	" "	8	"			56	51	32 80
"	26.	" "	6	"			51 }	----	24 60
"	"	" "	5	"			" }	65	20 50
"	27.	" "	3	"			50	17	12 30
May	3.	" "	7	"			44	35	28 70
"	4.	" "	3	"			43	43	12 30
"	9.	" "	5	"			38	21	20 50
"	14.	" "	10	"			33	37	41 00
"	24.	" "	4	"			23	11	16 40
June	16.	To interest						130 70	

CREDIT.

Dec.	24.	By acc't sale	62	B. C.			174	12 29	254 20
Jan'y	17.	" "	1	"			150	18	4 10
"	26.	" "	4	"			141	64	16 40
								13 11	
		Balance of interest, Dr.						$117 59	

EXHIBIT A.—ROBERTSON, *N. P.*

ST. LOUIS, MO., *June 16th*, 1881.

Mr. W. A. Moore, Hot Springs, Arks. in Account with Charles G. Peper & Co.

Note dated Jan'y 10, '81, payable 90 days after date		2,433 46
Cr. Jan'y 13th, '81	686 10	
" " "	56 00	
" May 14	325 00	
		1,067 10
		1,366 36
Interest to June 16		71 35
		1,437 71
Note dated Jan'y 10, '81, payable six mos. after date	2,433 46	
Interest to June 16	106 12	
		2,539 58
Note dated Jan'y 10, '81, payable 9 m. after date	2,433 46	
Interest to June 16	106 12	
		2,539 58
Note, Jan'y 13, '81, pay Sept. 1st fixed	100 00	
Interest to June 16	4 27	
Secured by deeds of trust.		104 27
Total notes & interest		6,621 14
Principal		$6,333 28
Interest		287 86
Total		$6,621 14

E. & O. E.

447 EXHIBIT "131."—J. ROBERTSON, *N. P.*

ST. LOUIS, MO., *June 16th*, 1883.

Mr. W. A. Moore, Hot Springs Ark., in Account with Charles G. Peper & Co.

June 16.	To debit, as per statement		44,042 02
" "	" interest		1,600 52
" "	" " on freight	117 59	
" "	Credit interest on freight on 229 B C., @ $4.10, 938.90, from Feb. 24 to June 16, 112 d.	29 23	
			88 36
			45,730 90

CREDIT.

Jan'y	17.	By note, Jan'y 10, 90 d. d.			157	106 12	2,433	46
"	"	" " " 6 m.			157	106 12	2,433	46
"	"	" " " 9 m.			157	106 12	2,433	46
"	"	" " " 13 Sept. 1, fx.			154	4 27	100	00
"	"	" 13 wagons			150	30 93	742	10
"	"	" note, Wm. H. Graves			150		50	00
"	"	" " "			"		50	00
"	"	" " "			"		50	00
"	"	" " "			"		50	00
"	"	" " "			"		50	00
"	"	" " "			"	12 50	50	00
"	"	" acc't sale, 1 B. C.			"	2 02	48	66
"	26.	" " 4 "			141	7 35	187	71
"	29.	" cash p'd Capt. Morgan			138	2 88	75	00
Feb.	5–19.	" " "			124	2 20	64	00
"	22.	" " "			114	1 93	60	90
"	23.	" " "			113	31	10	00
"	25.	" " "			111	2 69	87	50
"	24.	By acct. sale	7 B. C.		298	99		
"	"	"	2 "		91	62		
"	"	"	1 "		42	41		
"	"	"	10 "		407	02		
"	"	"	11 "		458	51		
"	"	"	12 "		508	90		
"	"	"	22 "		989	28		
"	"	"	20 "		819	11		
"	"	"	8 "		311	00		
"	"	"	6 "		256	81		
"	"	"	3 "		131	84		
"	"	"	19 "		831	81		
"	"	"	6 "		271	46		
"	"	"	5 "		221	87		
"	"	"	5 "		223	89		
"	"	"	9 "		372	95		
"	"	"	5 "		197	71		
"	"	"	15 "		631	44		
"	"	"	19 "		822	58		
"	"	"	18 "		770	16		
"	"	"	8 "		353	04		
"	"	"	11 "		464	37		
"	"	"	6 "		243	68		
"	"	"	1 "	229	42	54		
"	"	"	112 days				303 73	9,762 79
June	16.	"	2 B. C.		65	79		
"	"	"	4 "		144	12		
"	"	"	9 "		334	48		
"	"	"	2 "		70	69		
"	"	"	1 "		39	79		
"	"	"	9 "		317	91		
		Forward	27		972	78	689 17	18,739 25

448

		Forward	27 B. C.		972	78	687 17	18,739 25
June	16.	By acc't sale	5 "		178	85		
"		"	2 "		72	11		
"		"	11		366	29		
"		"	3		109	15		
"		"	4		146	96		
"		"	4		141	70		
"		"	2		88	38		

June 16.	By acc't sale		3		119 27		
"	"		4		122 76		
"	"		6		209 98		
"	"		1		33 20		
"	"		11		412 25		
"	"		2		70 34		
			85				3,044 02
"	"	No. 751,	1	B. C.			37 02
"	"	752,	4				137 59
"	"	753,	60				2,197 63
"	"	754,	12				416 19
"	"	755,	7				218 03
"	"	756,	18				664 32
"	"	757,	13				489 94
"	"	758,	25				912 34
"	"	759,	20				766 80
"	"	760,	18				679 15
"	"	761,	15				577 45
"	"	762,	5				181 34
"	"	763,	17				620 28
"	"	764,	4				150 29
"	"	765,	55				1,970 76
"	"	766,	20				703 60
"	"	767,	36				1,346 40
"	"	768,	10				363 48
"	"	769,	19				720 38
"	"	770,	14				542 42
"	"	771,	10				385 18
"	"	772,	3				113 19
"	"	773,	25				916 71
"	"	774,	11				399 64
"	"	775	6				235 23
"	"	776,	5				168 23
"	"	777,	16				590 48
"	"	778,	6				216 63
"	"	779,	5				206 08
"	"	780,	3				102 77
"	"	781,	7				236 03
"	"	782,	1				46 04
"	"	783,	5				181 45
"	"	784,	8				290 25
"	"	785,	4				157 29
"	"	786,	1				32 68
"	"	787,	2				63 51
"	"	788,	1				40 66
"	"	789,	3				97 76
"	"	790,	1				27 06
"	"	791,	6				227 30
"	"	792,	2				72 28
"	"	793,	5				155 12
"	"	794,	3				101 80
"	"	795,	2				73 95
"	"	796,	1				32 06
"	"	797,	1				39 34
"	"	798,	3				98 98
"	"	799,	2				69 56
"	"	800,	3				113 20
"	"	801,	1				34 34
"	"	802,	2				70 00
"	"	803,	1				41 36
"	"	804,	2				85 35
"	"	805,	2				75 35
"	"	806,	1				28 37
	Forward		533			689 17	41,303 91

EXHIBIT "B."—JULIAN ROBERTSON, *Notary Public.*

449 Constitution of the St. Louis Cotton Exchange, with rules, regulations, and by-laws, organized October, 1873, incorporated July 14, 1874. Rules and regulations for the sale and transfer of cotton, pages 17, 18, 19, 20, 21, and 22.

Article 1.—Samples.

SECTION 1. All samples of cotton exhibited for sale shall be taken by the licensed samplers of the St. Louis Cotton Exchange at the licensed public cotton warehouses storing the cotton; otherwise neither the buyer nor seller shall have the privilege of adjudicating through the exchange any dispute growing out of its sale and purchase.

SEC. 2. Correct samples shall be drawn between the hoops on the edge of the bale without moving any hoops, and no sampler shall draw more than eight ounces of cotton from a bale for a sample.

SEC. 3. The seller shall deliver to the buyer the samples for his use for ten days, when the said samples shall be returned to the seller by the buyer.

450 SEC. 4. The warehouses shall furnish receipts and separate samples for each bale, numbering sample, bale, and receipt alike. Receipts and sample wrappers shall also contain shipper's marks and date of receipt. All numbering and lettering on sample paper shall be done in ink.

Article II.—Sales, Examination, and Delivery.

SECTION 1. When a sale of cotton has been made the seller shall cause the same to be weighed, the weather permitting, and allow the buyer five days' time from date of sale to examine and inspect the bales, and all bills shall be payable at the expiration of the above five days, in cash or certified checks, and upon such payment the seller shall deliver to the buyer the warehouse receipts. The payment of the bill by the buyer, and the delivery of the warehouse receipt by the seller, shall constitute delivery.

SEC. 2. The buyer shall report (the condition of the weather
451 and the business of the warehouse permitting) within above five days the acceptance of the property, and also all rejections. A failure to report as above provided shall be deemed as acceptance.

SEC. 3. In default of payment and acceptance of the property in five working days the factor shall have the right to resell the cotton for account of the buyer.

SEC. 4. Seller's storage on cotton shall cease when the cotton is weighed for sale.

Factors shall deliver cotton to buyers in good order, and when mending and repairing is necessary it shall be at the expense of the factor.

SEC. 5. The buyer shall remove his cotton from the warehouse after the expiration of two days after acceptance, the weather per-

mitting, or be liable for storage charges on same of two cents per bale per day for every day it is not moved after the two days; but this shall not apply if the cotton remains for new storage.

452 SEC. 6. The warehouses failing to deliver the cotton, or any part of it ordered to be turned out by a seller for weighing and examination within five days, shall be liable for its value on the basis of 480 pounds per bale, or actual weight of it can be ascertained at price at which it was sold, and if that cannot be ascertained then at average value of entire list.

Article III.

SECTION 1. Weighing and reweighing.—All weighers and reweighers shall be licensed by the St. Louis Cotton Exchange, and it shall be their duty to make due allowance for country damage, wet and dirty cotton and unnecessary bagging, and for all hoops in excess of six, two pounds each, and the certificate of weights shall be signed by the weighers jointly. The weigher and reweigher shall weigh at the same time, and both shall be at the scales at the time
453 of weighing, and failing to agree on proper deductions of weight for the condition of bales as cited above, such bales shall be thrown out, and may be rejected by the purchaser.

SEC. 2. Deduction for scalage on each bale of cotton shall be two pounds, and all certificates of weight shall be rendered in net weights.

SEC. 3. The certificate of weights signed jointly by the weigher and reweigher shall be binding and final on seller and buyer, and no claims for short weight can be made on the seller.

SEC. 4. If the buyer fail to employ a reweigher, or does not wish to employ one, he shall be bound by the factor's weigher's weights.

SEC. 5. Charges for weighing shall be ten cents per bale, to be paid by the factor, and for reweighing ten cents per bale, to be paid by the buyer.

SEC. 6. All weighing must be done on the cotton beam scales, as recommended by the National Cotton Exchange.

454 Article IV.—Rejected and fraudulently packed cotton.

SECTION 1. The following conditions of cotton shall constitute ground for rejection on the part of the buyers:

First. Any bale weighing less than three hundred pounds shall be deemed unmerchantable, but the buyer may accept it if the factor deducts four dollars per bale.

Second. All repacked cotton.

Third. All water-packed cotton.

Fourth. All seedy cotton.

Fifth. All mixed packed cotton.

Sixth. All sandy cotton, unless original sample by which the cotton was bought has also been shown to be sandy.

Seventh. All cotton which does not hold up to the grade of the samples by which it was bought.

Eighth. All cotton in bad order or damaged condition.

SEC. 2. False and fraudulently packed cotton is defined by the exchange as: Fraudulently packed cotton shall mean cotton packed with substances foreign to cotton, such as stones, iron, &c.,
455 with evident intention to defraud, and for such cotton the seller shall be liable for any reclamations that may be made for a period of six months from the time of the delivery of the cotton.

SEC. 3. After cotton has been received, examined, weighed, and passed upon by the buyer, or his agents, no claim shall be made against the seller, except for fraudulently packed cotton, as provided in the preceding section.

SEC. 4. Original and duplicate samples of all rejections shall be returned to the factor within five days.

SEC. 5. Should an unduly large proportion of rejections be turned out of a list by the buyer, the seller shall have the cotton in dispute resampled, and the cotton adjudicated on such new samples.

SEC. 6. The seller of cotton by sample shall not be obliged to furnish the buyer other cotton in lieu of the buyer's rejections, but when sales are made on grade the seller shall furnish the
456 exact number of the bales sold of the grade called for, supplying other bales for those which may be rejected.

SEC. 7. Rejections out of a list of cotton of different grades, sold at a uniform price, shall be allowed for at the ruling price on the day for the grade rejected.

SEC. 8. Cotton bought and held here, if found to be falsely or fraudulently packed, shall be returned within six months from the date of sales, under the rules of section 2 of this article.

Article V.—Brokers', Classers', and Borers Examinations.

SECTION 1. All classers, borers' examiners, and others employed in inspecting and classing cotton for the buyer shall be licensed by this exchange. They shall not take for new samples, and for borings pickings and loose cotton, more than one pound per bale, and this shall be tested by the broker grading the cotton, or his chief employer, by weighing the resample, boring, and pickings,
457 and reporting such weight to the buyer of the cotton of each separate purchase. All borings, pickings, and loose cotton shall be delivered to the warehouse at which the examinating is made, and the warehouse shall deliver the same to the buyer on his written order.

SEC. 2. Any one detected pilfering cotton in any work connected with the weighing, reweighing, sampling, resampling, boring, picking, putting in order, etc., etc., shall immediately have his licence revoked, and if he be a member of this exchange, he shall be expelled.

SEC. 3. All sweepings of loose cotton, naturally accumulation in the warehouse, shall be gathered by them and their weight reported to the secretary of the exchange monthly, together with the total number of bales *together with the total number of bales* received and delivered during the month, thus showing loss per bale.

SEC. 4. No party who is in anywise interested in picking

458 cotton for pay shall be qualified as a licenced classer, weigher or reweigher.

Article VI.—Public Cotton Warehouses and Compresses.

SECTION 1. The public cotton warehouses shall make such rules and regulations concerning the handling of cotton, mending the same, supplying bagging, *bagging* and hoops, etc., as will not conflict with the rules and regulations of this exchange. They fix their charge for mending, storage, supplying hoops, compressing, etc., and publish them in connection with the constitution, by-laws, rules, and regulations of this exchange.

SEC. 2. Storage certificates or cotton notes shall be lithographed on tinted paper, or shall be made by steel engraving, and shall have numbers, commencing at number one each season, and running up to the number the warehouse may receive of bales of cotton. Each season or cotton year shall be designated on the notes as series A, B, C, and so on.

459 SEC. 3. The warehouses shall keep a record of the numbers issued, and cancel all returned certificates by punching or defacing the signature, so that the total number of valid certificates can be ascertained every day by reference to the warehouse books.

SEC. 4. Only covered warehouses, where the cotton is kept protected from rain, snow, or the weather, shall be exempt from any reclamations of buyers from loss of weight.

SEC. 5. Warehouses shall report daily to the exchange the number of bales of cotton received and shipped during the preceding day and stock on hand, and the comparison of previous year, but they shall not embody in this receipts or deliveries from and to other warehouses.

SEC. 6. In a sale of cotton in a licensed warehouse it shall be the duty of the seller or factor to notify the warehouse of the sale
460 and transfer of that lot of cotton, and failing to notify he shall be liable for storage until he notifies.

Article VII.—Charges.

SECTION 1. The following charges on sales of cotton made in this market shall govern all transactions of this exchange:

Commissions not to exceed 2½ per cent. on gross amount of sales. Brokerage, if employed by factors, at cost. Losses collected under insurance, 2½ per cent. on collection. Interest on freight and other charges advanced at 10 per cent. per annum. Factors have the right to insure at the expense of the owner all cotton upon which they have come under advances or under acceptance.

Drayage, labor, mending, etc., at cost.

Article VIII.

SECTION 1. The by-laws, rules and regulations of this exchange, adopted at its meeting August 8, 1874, shall be in force from and after September 1, 1874.

461 Article IX.—Arbitrators.

SEC. 1. The board of directors of this exchange shall appoint two disinterested members of this exchange as public arbitrators.

SEC. 2. The duty of said arbitrators shall be to settle all disputes growing out of rejected cotton.

SEC. 3. Whenever the arbitrators are unable to agree they shall call in a third party as umpire, and the decisions of the majority shall be final and binding on the members of the exchange. Either party has the right to call for an arbitration.

SEC. 4. For said services said arbitrators shall be entitled to 25 cents per bale, to be paid in every case by the losing party.

EXHIBIT "C."—J. ROBERTSON, *Notary Public.*

462 *Telegram.*

To CHARLES G. PEPER, *St. Louis:*

"Don't sell any of my cotton till I say so."

W. A. MOORE.

EXHIBIT "D."—J. ROBERTSON, *Notary Public.*

Copy.

ST. LOUIS, *May 21st*, 1881.

Mr. W. A. MOORE, *Hot Springs, Arks.*

DEAR SIR: Referring to the 862 bales of cotton we are now holding for you as your factors, desire to state that at present prices of cotton your cotton will not pay your account by at least eight thousand ($8,000) dollars, and unless we have a remittance of said amount within ten days from this date we shall sell your cotton in usual course of cotton sales here, and without further notice. We have mailed a copy of this to your assignee, Mr. S. W. Fordyce.

Yours truly,

(Signed) CHARLES G. PEPER & CO.

JUNE 16, '81.

Col. WHIPPLE.

DEAR SIR: The original of within was handed Mr. Moore at Hot Springs by our agent, Capt. Jno. H. Morgan, and the copy-
463 book copy was handed to Mr. Fordyce by same party.

Yours truly,

C. PEPER & CO.

EXHIBIT "E."—J. ROBERTSON, *Notary Public.*

ST. LOUIS, MO., *Feb.* 14, 1881.

DEAR SIR: We herewith submit our to-day's market quotations:

Cotton.	White.	Stain.
Middling fair	12½	
Good middling	12	
Middling	11⅛	10½
Low middling	10⅜	9½
Good ordinary	9⅜	8¼
Ordinary	8⅛	
Low ordinary	7⅜	

CHARLES G. PEPER & CO.

EXHIBIT "F."—J. ROBERTSON, *Notary Public.*

ST. LOUIS, MO., *June* 2, 1881.

DEAR SIR: We herewith submit our to-day's market quotations:

Cotton.	White.	Stain.
Middling fair	12¼	
Good middling	11¼	
Middling	10½	9⅜
Low middling	9⅜	8⅜
Ordinary	7⅜	
Low ordinary	6⅞	

CHARLES G. PEPER & CO.

Exhibits "G" to "N."

EXHIBIT G.—J. ROBERTSON, *N. P.*

ST. LOUIS, *M'ch 9th*, 1881.

W. A. MOORE, Esq.,
Hot Springs, Ark.

DEAR SIR: The bearer of this, Mr. Fred. Lipphardt, is our bookkeeper, whom we send for the purpose of obtaining for us a complete statement of your business. Please assist him all in your power, and oblige, Yours truly,

Signed CHARLES G. PEPER & CO.

As cotton is constantly declining we must request you not to draw exceeding $35.00 per bale. We shall be pleased to return to the old figure ($40) so soon as the market warrants it.

Signed CHARLES G. PEPER & CO.

464 EXHIBIT H.—J. ROBERTSON, *N. P.*

ST. LOUIS, *March 29th*, 1881.

Mr. W. A. MOORE,
Hot Springs, Ark.

DEAR SIR: Cotton has to-day again declined ⅛ of a cent, and strong indications that it will go lower.

Your late shipment was nearly all low cottons, and the entire list we are holding would barely, on to-day's market, pay us out, consequently there would be nothing left to apply on your notes. As property in your town is high in price and in ready demand, we must ask that you commence at an early date to dispose of at least some of your real estate. You are aware that your first note comes due April 10–13, and there remains to pay on same $1,691.36 and interest.

Please, also, to endeavor to sell th- balance of wagons on hand and collect from Reeves & Co. all you can, and remit us proceeds of wagons and ½ of collections from Reeves & Co., as agreed upon.

465 Our sincere advice, and in our estimation the only course that is left for you to pursue to come out safe, out of your present embarrassment is, that you unload your realty and pay debts with it. We would advise this method, if we did not have a dollar's worth of interest in your affairs. When once again in easy circumstances you no doubt will have profited by experience of the past, and will for the future know how to steer, so as to avoid "storms."

It is our sincere hope that you will come out all right, but the only means by which it can be done is by doing as indicated herein.

Please let us hear from you in answer to this.

Yours, truly, (Signed) CHARLES G. PEPER& CO.

M'd'l'g, 9, 10⅝.

Market dull.

466 EXHIBIT J.—J. ROBERTSON, *N. P.*

ST. LOUIS, *April 12th*, 1881.

W. A. MOORE, Esq., *Hot Springs, Arks.*

DEAR SIR: Your favor of the 10th inst. to hand. As stated in our last letter we will extend your first note for 30 days, but as heretofore stated, there being no margin in our cotton, we must urgently request that you dispose of realty in the next thirty days, in order that you may not be compelled to ask further time, and we do not think we could grant it.

Awaiting the 5 bales of Reeves & Co. cotton, we remain,

Yours, truly, (Signed) CHARLES G. PEPER & CO., L.

EXHIBIT "K."—J. ROBERTSON, *N. P.*

ST. LOUIS, *April 29th*, 1881.

W. A. MOORE, Esq., *Hot Springs, Arks.*

DEAR SIR: As cotton is still declining, we are necessitated

467 to ask you to draw not exceeding $30.00 per bale.

We regret to be compelled to ask this, but the present prices and the grades of cotton now arising do not justify a higher figure, if it presumed that we have a margin covering us against a possible further decline.

Yours, truly, (Signed) CHARLES G. PEPER & CO., L.

Middling, 10½c.

Market dull.

EXHIBIT "L."—J. ROBERTSON, *N. P.*

ST. LOUIS, *May 12th*, 1881.

W. A. MOORE, Esq., *Hot Springs, Arks.*

DEAR SIR: Your communication of the 11th inst., as also half rate message to hand.

On strength of your promise to remit $500, proceeds of sale of Pyatt place, we will protect your note due to-morrow. If you consider our position thoroughly you will admit that we have
468 not been exacting. In the first place, we gave you all the time asked for on the notes, in order to make certain that they would be met upon maturity; furthermore, we have all along advised you for your own good to dispose of real estate; as nothing was done in that direction, we felt that your interest centered in seeing others paid, and no effort made in our direction. You say that we are fully covered, but you overlook the fact that at present prices of cotton you now owe us more than to any of your creditors; hence our uneasiness, quite natural.

We are pleased that you have commenced disposing of real estate, and again extend our sincere advice to reduce your liabilities in order to see your way out.

We will extend the balance of your first note for 30 days longer. Of the 13 wagons there are 7 to account. Please let us know
469 when we may look for proceeds of same. Just now ought to be good time for disposing of them.

Yours, truly, (Signed) CHARLES G. PEPER & CO.

Middling, 10⅛c. Market dull.

EXHIBIT "M."—J. ROBERTSON, *N. P.*

ST. LOUIS, *May 14th*, 1881.

W. A. MOORE, Esq., *Hot Springs, Arks.*

DEAR SIR: Your favor of the 13th inst. with draft for $325.00 to hand, and said amount applied to credit of your 1st note. We have protected said note, and rely on the remainder of the $500 coming forth on the 1st prox., as stated in your letter.

Although the market has been a little firmer in the last few days, we have no confidence in cotton going higher, and even if it should advance some, the shrinkage in weight, storage, insurance,
470 and interest will eat that up. As at present prices your cotton ac. is far behind, and for fear of a still further decline we desire to sell, say 250 to 300 bales of your lowest cotton.

Yours, truly, (Signed) CHARLES G. PEPER & CO.,
L.

EXHIBIT N.—J. ROBERTSON, *N. P.*

Telegram.

W. A. MOORE, *Hot Springs, Ark.*

Will act in accordance with our letter twenty-first inst.

(Signed) CHARLES G. PEPER & CO.

Collect.

EXHIBIT "O."—J. ROBERTSON, *N. P.*

ST. LOUIS, *Jan'y 19th*, 1881.

Mr. W. A. MOORE, *Hot Springs, Arks.*

DEAR SIR: Your telegram received. You do not think it
471 advisable for you to offer your cotton just now, for we are of the opinion there will be an advance ere long. Awaiting your shipments we remain,

Yours, truly, (Signed) CHARLES G. PEPER & CO.

Middling, $11\frac{3}{8}$.

EXHIBIT P.—J. ROBERTSON, *N. P.*

ST. LOUIS, *Feb.* 16, 1881.

Mr. W. A. MOORE, *Hot Springs, Ark.*

DEAR SIR: Your telegram received. We shall abide by your instructions, although we think you would profit by selling from middling down on present market, as low cottons are plentiful, and no chance of holding their own in comparison with high cottons.

Yours, truly, (Signed) CHARLES G. PEPER & CO.

Middling, $11\frac{1}{8}$.

EXHIBIT "Q."—J. ROBERTSON, *N. P.*

472 HOT SPRINGS, ARK., *March* 31, 1881.

Messrs. CHARLES G. PEPER & Co., *St. Louis.*

DEAR SIRS: Replying to your favor of 29 inst., we note the decline in cotton, and appreciate your anxiety in the matter. At the same time are hopeful that the market will assume a better tone. A very similar condition existed last season from which it recovered. We, however, lost several thousand dollars by having sold during the depression, and trust we shall not be required to make the sacrifice again this season. We are fully alive to all the circumstances surrounding our business, and are using our best endeavors to dispose of property. But it is different to force sales of real estate and realize its value. Besides the property being encumbered and controlled by a party living at such a distance as your good selves,
473 with nobody here to represent them, is a most serious drawback, but for which, [we] have no doubt, would ere this have made some sales. There have been fresh arrivals of parties desiring to purchase, but we are unable to negotiate with them, for the reason that they want to close a trade at once, and when they cannot do so with one party they look elsewhere, or possibly abandon the idea. Now, we would suggest that you authorize the trustee to release the property conveyed to you whenever the money shall be placed to your credit in bank here. This will so simplify matters that we may be able to unload.

Regarding the wagons, have to say that on account of existing arrangements, we are unable to extend any favors to our friends, many of whom, though perfectly good, have not the ready cash in hand to

pay for a wagon. It has been our custom to sell wagons ½ cash, giving time to good parties for balance. The *the* arrangement between
474 us precludes the possibility of doing so now, or so long as we are thus hampered. The consequence is people buy wagons of our neighbors. You can thus see that wagons are dead stock. We have not received any money from Reeves & Co., but are now in receipt of a letter from them advising us they will make remittance at early date. So soon as received you can depend on receiving your ½ as agreed. We are confident of working through all right, even without disposing of real estate, but shall hasten the desired end by making a sale the very first opportunity, otherwise we might have to ask the indulgence of our friends, which we hope to avoid.

Thanking you, I remain, W. A. MOORE, S.

EXHIBIT "R."—J. ROBERTSON, *Notary Public.*

475 HOT SPRINGS, ARK., *May* 11, 1881.

Messrs. CHAS. G. PEPER & Co., *St. Louis.*

DEAR SIRS: We trust you may yet reconsider your determination relative to the acceptance due 13th inst. You hold mortgages covering all of my property, and are fully secured. We have treated you fairly throughout, and we think you can afford to be lenient. We are doing all possible under the circumstances, and are hopeful of getting through all right. Of course if you who are secured persist in forcing us to the wall, we cannot expect generous treatment from others who have no security. Please be kind enough to protect the said paper, and the favor will be duly appreciated.

The hotel on which you hold mortgage is now leased @ $100 per month.

Yours, truly, W. A. MOORE, S.

476 EXHIBIT "S."—J. ROBERTSON, *Notary Public.*

HOT SPRINGS, ARK., *May* 13, 1881.

Messrs. CHAS. G. PEPER & Co., *St. Louis, Mo.*

DEAR SIRS: Enclosed please find Messrs. A. Bruon & Co. st. No. 4942 on La Clede Bank for $325.00. This is the amount received as part payment on the Pyatt place, the sale of which we advised you per telegram. The purchaser intended to pay cash on the spot, as he had himself sold a piece of property for $1,000, but was disappointed, and will not get the balance until June 1st, when we will remit the amount. Hope you have arranged to protect our note. Are using best endeavors to dispose of more property.

W. A. MOORE, S.

480 *Sale No.* 137.

STATE OF MISSOURI, *County and City of St. Louis:*

I, the undersigned, weigher, hereby certify that I have weighed for C. G. Peper & Co. 100 bales cotton, as enumerated below, and that same weighed 47,263 pounds net.

Delivered to A. Meier & Co.

Witness my hand, this 2 day of June, 1881.

Duplicate. H. A. BLOCK.

No.	Tare.	Lbs.	No.		Lbs.	No.	Tare.	Lbs.	No.	Tare.	Lbs.
25682	--	465	25772	--	502	25798	--	500	26020	--	525
683	--	411	773	--	433	799	--	556	21	--	318
684	--	495	774	--	485	800	--	463	22	--	466
685	--	554	775	--	478	801	--	395	23	--	470
686	--	503	776	--	405	802	--	477	24	--	530
687	--	518	777	--	473	803	--	503	25	--	529
688	--	501	778	--	464	804	--	453	26	--	476
689	--	452	779	--	545	805	--	286	27	--	488
711	--	526	780	--	452	806	--	482	28	--	415
712	--	547	781	--	410	807	--	535	29	--	513
713	--	377	782	--	503	808	--	527	30	--	548
714	--	435	783	--	501	809	--	510	31	--	497
715	--	409	784	--	517	813	--	538	32	--	420
716	--	464	785	--	426	814	--	508	33	--	549
717	--	489	786	--	397	815	--	498	34	--	456
718	--	500	787	--	403	816	--	447	35	--	481
719	--	483	788	--	521	817	--	418	36	--	477
763	--	395	789	--	537	848	--	402	37	--	458
765	--	507	790	--	433	849	--	385	38	--	457
766	--	442	791	--	428	850	--	414	107	--	491
767	--	411	793	--	457	851	--	443	108	--	434
768	--	558	794	--	433	852	--	362	109	--	540
769	--	504	795	--	478	853	--	479	110	--	480
770	--	502	796	--	538	854	--	438	111	--	520
771	--	512	797	--	455	26019	--	555	112	--	497
		11,960			11,694			11,574			12,035

481 *Sale No.* 137.

STATE OF MISSOURI, *County and City of St. Louis:*

I, the undersigned, weigher, hereby certify that I have weighed for C. G. Peper & Co. 100 bales cotton, as enumerated below, and that same weighed 48635 pounds net.

Delivered to A. Meier & Co.

Witness my hand, this 2 day of June, 1881.

H. A. BLOCK.

No.	Tare.	Lbs.	No.	Tare.	Lbs.	No.	Tare.	Lbs.	No.	Tare.	Lbs.
26113	--	536	26456	--	446	26703	--	496	27526	--	478
114	--	530	457	--	540	704	--	484	527	--	421
115	--	490	458	--	470	705	--	419	528	--	487
116	--	450	459	--	448	706	--	560	529	--	542
117	--	523	460	--	501	707	--	472	530	--	531
118	--	495	501	--	557	708	--	438	531	--	436
119	--	432	502	--	438	709	--	496	764	--	540
120	--	467	503	--	421	837	--	523	765	--	464
121	--	513	504	--	499	838	--	495	766	--	432
122	--	482	505	--	506	839	--	471	767	--	491
441	--	495	506	--	524	840	--	420	768	--	455
442	--	508	507	--	503	841	--	443	769	--	456
443	--	448	690	--	475	27397	--	489	770	--	493
444	--	476	691	--	446	398	--	448	771	--	453
445	--	503	692	--	489	399	--	500	772	--	540
446	--	388	693	--	548	400	--	500	773	--	520
447	--	472	694	--	532	401	--	517	774	--	513
448	--	538	695	--	485	402	--	556	775	--	433
449	--	442	696	--	530	403	--	455	776	--	438
450	--	500	697	--	475	404	--	508	777	--	393
451	--	462	698	--	509	405	--	514	778	--	543
452	--	426	699	--	443	406	--	498	779	--	451
453	--	454	700	--	705	407	--	555	780	--	427
454	--	509	701	--	483	408	--	450	781	--	512
455	--	417	702	--	373	409	--	475	782	--	602
		11,956			12,446			12,182			12,051

482 *Sale* 137.

STATE OF MISSOURI, *County and City of St. Louis:*

I, the undersigned, weigher, hereby certify that I have weighed for C. G Peper & Co. 100 bales cotton, as enumerated below, and that same weighed 47,136 pounds net.

Delivered to A. Meier & Co.

Witness my hand, this 2 day of June, 1881.

Duplicate. H. A. BLOCK.

No.	Tare.	Lbs.	No.	Tare.	Lbs.	No.	Tare.	Lbs.	No.	Tare.	Lbs.
28214	--	503	28715	--	389	28740	--	474	29097	--	523
215	--	503	716	--	472	741	--	495	98	--	485
216	--	472	717	--	458	742	--	503	99	--	425
217	--	463	718	--	485	743	--	487	100	--	487
641	--	560	719	--	480	744	--	397	101	--	467
642	--	429	720	--	469	745	--	420	102	--	463
643	--	480	721	--	413	746	--	397	103	--	394
644	--	406	722	--	563	747	--	467	365	--	500
645	--	393	723	--	525	748	--	485	366	--	495
646	--	465	724	--	457	749	--	455	367	--	497
647	--	487	725	--	485	750	--	462	368	--	493
648	--	483	726	--	493	29083	--	389	369	--	490
649	--	364	727	--	466	84	--	470	370	--	538
650	--	540	728	--	518	85	--	452	371	--	567
651	--	567	729	--	507	86	--	447	372	--	455
652	--	471	730	--	455	87	--	548	373	--	500
653	--	425	731	--	453	88	--	411	374	--	473
654	--	411	732	--	483	89	--	473	375	--	530
655	--	420	733	--	377	90	--	450	376	--	494
656	--	437	734	--	506	91	--	488	377	--	522
710	--	430	735	--	413	92	--	473	378	--	483
711	--	500	736	--	435	93	--	493	379	--	520
712	--	509	737	--	468	94	--	418	380	--	503
713	--	520	738	--	488	95	--	415	381	--	502
714	--	499	739	--	517	96	--	392	382	--	457
		11,757			11,775						12,263

483 *Sale No.* 137.

STATE OF MISSOURI, *County and City of St. Louis:*

I, the undersigned, weigher, hereby certify that I have weighed for C. G. Peper & Co. 100 bales cotton, as enumerated below, and that same weighed 48,428 pounds net.

Delivered to A. Meier & Co.

Witness my hand, this 2nd day of June, 1881.

Duplicate. H. A. BLOCK.

No.	Tare.	Lbs.	No.	Tare.	Lbs.	No.	Tare.	Lbs.	No.	Tare.	Lbs.
29383	--	459	30125	--	520	30902	--	440	31322	--	517
384	--	548	126	--	509	903	--	496	323	--	466
548	--	468	127	--	433	904	--	535	352	--	478
549	--	357	202	--	558	905	--	489	994	--	505
550	--	465	203	--	480	906	--	494	995	--	455
551	--	455	204	--	496	907	--	538	996	--	431
552	--	460	205	--	465	908	--	533	997	--	447
553	--	490	206	--	502	909	--	452	998	--	570
554	--	447	207	--	487	910	--	505	999	--	385
555	--	424	208	--	460	946	--	546	32000	--	475
556	--	405	209	--	488	947	--	533	1	--	509
557	--	443	210	--	553	948	--	534	2	--	427
558	--	475	211	--	488	949	--	416	3	--	544
559	--	530	212	--	490	31146	--	506	4	--	452
560	--	539	213	--	500	147	--	494	110	--	570
561	--	476	214	--	484	163	--	503	111	--	504
562	--	439	215	--	504	164	--	481	112	--	463
563	--	502	216	--	460	165	--	465	113	--	493
30118	--	454	217	--	472	166	--	435	114	--	497
119	--	482	218	--	425	167	--	585	115	--	481
120	--	486	219	--	468	168	--	493	116	--	477
121	--	402	220	--	504	169	--	496	117	--	486
122	--	501	221	--	533	170	--	501	119	--	460
123	--	417	222	--	542	320	--	540	120	--	540
124	--	511	901	--	467	321	--	495	121	--	424
		11,635			12,292			12,505			11,996

484 *Sale* 137.

STATE OF MISSOURI, *County and City of St. Louis:*

I, the undersigned, weigher, hereby certify that I have weighed for C. G. Peper & Co. 100 bales cotton, as enumerated below, and that same weighed 47,413 pounds net.

Delivered to A. Meier & Co.

Witness my hand, this 2 day of June, 1881.

H. A. BLOCK.

No.	Tare.	Lbs.	No.	Tare.	Lbs.	No.	Tare.	Lbs.	No.	Tare.	Lbs.
32122	--	420	33455	--	443	34218	--	503	35553	--	452
123	--	433	456	--	477	219	--	611	554	--	493
124	--	518	457	--	468	220	--	557	555	--	457
126	--	473	754	--	418	221	--	452	556	--	463
352	--	501	755	--	532	222	--	490	557	--	404
353	--	537	756	--	505	236	--	422	558	--	447
354	--	480	757	--	503	237	--	495	559	--	477
355	--	465	758	--	471	238	--	418	560	--	483
454	--	413	759	--	435	659	--	487	36231	--	353
455	--	441	760	--	493	660	--	443	232	--	626
456	--	480	761	--	580	661	--	393	235	--	493
457	--	512	770	--	430	662	--	490	236	--	514
458	--	442	771	--	445	663	--	394	26842	--	468
459	--	412	772	--	531	664	--	433	843	--	627
460	--	458	773	--	513	665	--	426	844	--	497
32127	--	480	774	--	476	799	--	572	845	--	464
128	--	503	775	--	486	854	--	475	846	--	474
204	--	497	776	--	401	855	--	482	847	--	517
205	--	510	777	--	442	35126	--	428	848	--	485
206	--	528	34030	--	550	127	--	486	849	--	522
207	--	480	31	--	435	128	--	473	850	--	833
208	--	430	32	--	463	129	--	461	851	--	458
452	--	470	33	--	321	130	--	464	852	--	488
453	--	313	34	--	453	551	--	490	853	--	449
454	--	458	35	--	567	552	--	508	854	--	505
		11,654			11,758			11,852			12,149

485 *Sale No.* 137.

STATE OF MISSOURI, *County and City of St. Louis:*

I, the undersigned, weigher, hereby certify that I have weighed for C. G. Peper & Co. 4 bales cotton, as enumerated below, and that same weighed 1,971 pounds net.

Delivered to A. Meier & Co.

Witness my hand, this 2 day of June, 1881.

H. A. BLOCK.

No.	Tare.	Lbs.	No.	Tare.	Lbs.	No.	Tare.	Lbs.	No.	Tare.	Lbs.
27393	--	505									
394	--	518									
395	--	470									
376	--	478									
		1,971									

Sale 137.

STATE OF MISSOURI, *County and City of St Louis:*

I, the undersigned, weigher, hereby certify that I have weighed for C. G. Peper & Co. 2 bales cotton, as enumerated below, and that same weighed 747 pounds net.

Delivered to A. Meier & Co.

Witness my hand, this 2 day of June, 1881.

H. A. BLOCK.

No.	Tare.	Lbs.	No.	Tare.	Lbs.	No.	Tare	Lbs.	No.	Tare.	Lbs.
20487	--	483									
26504	--	264									
		747									

No. 26504 was found to have been water packed, which will account for discrepancy in weight.

486 EXHIBIT V.—J. ROBERTSON, *N. P.*

Sale 137.

STATE OF MISSOURI, *County and City of St. Louis:*

I, the undersigned, weigher, hereby certify that I have weighed for C. G. Peper & Co. 26 bales cotton, as enumerated below, and that same weighed 12,108 pounds net.

Delivered to A. Meier & Co.

Witness my hand, this 2 day of June, 1881.

Duplicate. ——— ———.

No.	Tare.	Lbs.	No.	Tare.	Lbs.	No.	Tare.	Lbs.	No.	Tare.	Lbs.
17186	--	433	24577	--	440						
192	--	448									
423	--	542									
18097	--	411									
96	--	412									
110	--	527									
19041	--	387									
20819	--	493									
822	--	639									
827	--	530									
828	--	524									
830	--	354									
831	--	490									
22263	--	447									
264	--	526									
742	--	412									
755	--	429									
758	--	463									
760	--	400									
763	--	427									
23236	--	529									
240	--	463									
255	--	392									
24142	--	523									
311	--	469									
		11,668			440						

487 EXHIBIT W.—J. ROBERTSON, *N. P.*

Sale No. 116.

STATE OF MISSOURI, *County and City of St. Louis:*

I, the undersigned, weigher, hereby certify that I have weighed for C. G. Peper & Co. 100 bales cotton, as numerated below, and that same weighed 48,790 pounds net.

Delivered to Orthwein Bros.

Witness my hand, this 12 day of Feb'y, 1881.

Duplicate. H. A. BLOCK.

No.	Tare.	Lbs.	No.	Tare.	Lbs.	No.	Tare.	Lbs.	No.	Tare.	Lbs.
15772	--	495	17423	--	558	18086	--	496	18112	--	529
773	--	473	424	--	445	87	--	529	113	--	485
774	--	500	426	--	489	88	--	483	114	--	547
775	--	505	429	--	392	90	--	574	115	--	440
776	--	473	430	--	457	91	--	548	116	--	457
777	--	537	431	--	483	92	--	495	117	--	540
778	--	465	433	--	517	93	--	460	118	--	516
16085	--	518	434	--	546	94	--	540	119	--	483
87	--	578	516	--	431	95	--	533	120	--	485
474	--	495	522	--	415	96	--	428	122	--	477
17186	--	453	870	--	490	97	--	433	123	--	480
188	--	458	866	--	500	98	--	580	124	--	488
190	--	440	871	--	451	99	--	410	125	--	494
192	--	467	872	--	520	100	--	497	126	--	533
194	--	506	873	--	513	101	--	476	127	--	467
198	--	378	875	--	492	102	--	444	128	--	468
200	--	440	879	--	450	103	--	457	131	--	523
202	--	484	882	--	488	104	--	387	132	--	494
204	--	416	883	--	498	105	--	525	133	--	535
207	--	476	888	--	500	106	--	498	134	--	443
208	--	537	889	--	532	107	--	460	136	--	468
209	--	470	891	--	548	108	--	497	137	--	521
418	--	505	18083	--	532	109	--	445	139	--	507
419	--	501	84	--	503	110	--	548	142	--	477
420	--	523	85	--	505	111	--	455	550	--	447
		12,033			12,255			11,198			12,304

488 *Sale No.* 116.

STATE OF MISSOURI, *County and City of St. Louis:*

I, the undersigned, weigher, hereby certify that I have weighed for C. G. Peper & Co., 98 bales cotton, as enumerated below, and that same weighed 48,323 pounds net.

Delivered to Orthwein & Bro.

Witness my hand, this 12 day of Feb'y, 1881.

Duplicate. H. A. BLOCK.

No.	Tare.	Lbs.	No.	Tare.	Lbs.	No.	Tare.	Lbs.	No.	Tare.	Lbs.
18579	--	533	19410	--	443	21770	--	508	22751	--	530
727	--	475	411	--	545	771	--	502	753	--	447
728	--	593	412	--	416	824	--	466	754	--	410
729	--	527	413	--	558	825	--	560	755	--	469
732	--	390	20489	--	500	826	--	458	756	--	460
733	--	450	490	--	523	827	--	468	758	--	607
915	--	478	492	--	557	829	--	475	759	--	470
968	--	570	493	--	510	831	--	486	760	--	427
984	--	538	494	--	479	832	--	483	761	--	503
19038	--	485	496	--	451	833	--	412	763	--	446
39	--	511	819	--	510	834	--	460	827	--	530
40	--	457	821	--	513	22262	--	502	832	--	527
41	--	403	822	--	650	263	--	457	833	--	715
42	--	484	823	--	377	264	--	540	837	--	437
46	--	537	826	--	508	265	--	468			
53	--	478	827	--	545	741	--	480	843	--	480
54	--	540	828	--	540	742	--	430			
55	--	517	829	--	522	743	--	490	23150	--	479
56	--	437	830	--	368	744	--	537	151	--	460
403	--	355	831	--	504	745	--	547	152	--	463
404	--	449	832	--	555	746	--	548	153	--	458
405	--	488	956	--	450	747	--	548	154	--	497
406	--	503	21756	--	485	748	--	426	155	--	510
407	--	478	768	--	513	749	--	505	156	--	481
408	--	589	769	--	500	850	--	481	157	--	493
		12,265			12,522			12,237			11,299

489 EXHIBIT W.—J. ROBERTSON, *N. P.*

Sale 116.

STATE OF MISSOURI, *County and City of St. Louis:*

I, the undersigned, weigher, hereby certify that I have weighed for C. G. Peper & Co., 65 bales of cotton, as enumerated below, and that same weighed 26,226 pounds net.

Delivered to Orthwein & Bro.

Witness my hand, this 12 day of Feb'y, 1881.

Duplicate. H. A. BLOCK.

No.	Tare.	Lbs.	No.	Tare.	Lbs.	No.	Tare.	Lbs.	No.	Tare.	Lbs.
23158	--	427	23412	--	539	24579	--	450			
159	--	423	413	--	569	581	--	475			
160	--	490	490	--	427	582	--	477			
161	--	434	491	--	540	583	--	546			
162	--	435	492	--	547	584	--	465			
165	--	521	493	--	480						
236	--	545	494	--	488						
237	--	470	495	--	480						
239	--	413	496	--	490						
240	--	475	498	--	458						
241	--	498	24142	--	536						
242	--	448	143	--	525						
243	--	410	144	--	450						
244	--	500	260	--	500						
245	--	446	261	--	459						
246	--	525	262	--	523						
247	--	463	264	--	509						
249	--	408	307	--	509						
251	--	521	311	--	483						
252	--	431	315	--	464						
253	--	492	317	--	408						
254	--	485	320	--	496						
254	--	405	321	--	497						
409	--	468	576	--	426						
410	--	423	577	--	455						
		11,555			12,258			2,413			

490 EXHIBIT X.—J. ROBERTSON, *N. P.*

Sale 103.

STATE OF MISSOURI, *County and City of St. Louis:*

I, the undersigned weigher, hereby certify that I have weighed for C. G. Peper & Co. 67 bales cotton, as enumerated below, and that same weighed 34,373 pounds net.

Delivered to Callender & Magners.

Witness my hand, this 14 day of Dec., 1881.

H. A. BLOCK.

No.	Tare.	Lbs.	No.	Tare.	Lbs.	No.	Tare.	Lbs.	No.	Tare.	Lbs.
10754	--	492	11708	--	508	13806	--	525			
756	--	489	709	--	418	807	--	490			
759	--	508	12101	--	580	808	--	509			
760	--	493	103	--	490	809	--	549			
761	--	520	104	--	556	811	--	475			
763	--	497	105	--	517	812	--	682			
764	--	442	612	--	553	813	--	538			
765	--	524	613	--	519	814	--	533			
766	--	535	614	--	505	815	--	490			
16055	--	465	618	--	541	816	--	508			
56	--	525	620	--	523	817	--	481			
57	--	503	621	--	445	819	--	495			
58	--	503	999	--	528	820	--	563			
252	--	510	13000	--	503	988	--	420			
253	--	566	1	--	495	14445	--	507			
254	--	565	2	--	550	446	--	430			
255	--	509	565	--	482	447	--	528			
256	--	535	566	--	529						
257	--	549	725	--	501						
258	--	530	726	--	503						
259	--	518	727	--	515						
260	--	483	731	--	554						
261	--	493	728	--	483						
262	--	548	729	--	525						
707	--	520	730	--	506						
		12,821			12,829			8,723			

491 EXHIBIT "Y."—J. ROBERTSON, *N. P.*

Sale No. 111.

STATE OF MISSOURI, *County and City of St. Louis:*

I, the undersigned weigher, hereby certify that I have weighed for C. G. Peper & Co. 3 bales cotton, as enumerated below, and that same weighed 1,744 pounds net.

Delivered to A. Meier & Co.

Witness my hand, this 19 day of Jan'y, 1881.

Duplicate. H. A. BLOCK.

No.	Tare.	Lbs.	No.	Tare.	Lbs.	No.	Tare.	Lbs.	No.	Tare.	Lbs.
10765	--	518									
11262	--	549									
13812	--	679									
		1,744									

492 EXHIBIT 1.—JULIEN ROBERTSON, *Notary Public.*

No. 730.—Sales by Charles G. Peper & Co. of 7 bales cotton, received 12 | 18, 1880, per I. M. R. R., for account of W. A. Moore. Sold 6 | 2. Sale No. 137.

W. A. M.

364, L. M.,	495
365, L. M., stain,	473
362, S. G. O.,	500
356, L. M.,	505
366, G. O.,	473
361, L. M., dust,	465
363, L. M.,	437

3,448 @ 9⅛		314 63
Charges:		
Freight, $4.10 per bale; B. L. charges, $—	$28 70	
Repairing		
Weighing, 10 cents	70	
Drayage and storage, 40 cents per bale 1st m.; 5 m. ex., 1.25 per b.	11 55	
Rejection and reweighing, — per bale		
Insurance, marine, — per cent. on $— per bale		
" fire, " " 80 c. " 6 m.	5 60	
Commission on sale, 2½ per cent.	7 87	
		54 42
Net proceeds to Cr. M. W. A. Moore		260 21

St. Louis, 6 | 16, 1881.

CHARLES G. PEPER & CO.,

E. & O. E. Per L.

493 EXHIBIT 2.—JULIEN ROBERTSON, *Notary Public.*

No. 731.—Sales by Charles G. Peper & Co. of 4 bales cotton, rec'd 12 | 20, 1880, per I. M. R. R., for account of W. A. Moore. Sold 6 | 2. Sale No. 137.

W. A. M.
381, M., 360
383, S. M., 526
382, S. G. O., 518
380, L. M., 518

1,925 @ 9⅛ 175 56

Charges:

Freight, $4.10 per bale; B. L. charges, $—	$16 40	
Repairing 1 hoop	15	
Weighing, 10 cents per bale	40	
Drayage and storage, 40 cents per bale 1st mo.; 5 m. ex., 1.25	6 60	
Rejection and reweighing, — per bale		
Insurance, marine, — per cent. on $— per bale		
" fire, " " 80c. " 6 m.	3 20	
Commission on sale, 2½ per cent.	4 39	
		31 14
Net proceeds to Cr. Mr. W. A. Moore		$144 52

St. Louis, 6 | 16, 1881.

E. & O. E. CHARLES G. PEPER & CO.,
Per L.

EXHIBIT 3.—JULIEN ROBERTSON, *Notary Public.*

No. 732.—Sales by Charles G. Peper & Co. of 5 bales cotton, received 12 | 21, 1881, per I. M. R. R., for account of W. A. Moore. Sold 6 | 12, '81. Sale 137.

W. A. M.
386, M., 428
383, S. M., 471
372, M., 496
399, S. G. O., 495
392, S. M., 424

2,414 @ 9⅛ 220128

494 378 Rej. Mixed.

Charges:

Freight, $4.10 per bale; B. L. charges, $—	20 50	
Repairing		
Weighing, 10 cents per bale	50	
Drayage and storage, 40 cents per bale 1st mo.; $1.25, 5 m. ex.	8 25	

Rejection and reweighing, — per bale		
Insurance, marine, — per cent. on $—, per bale		
" fire 80c. " " 6 m.	4 00	
Commission on sale, 2½ per cent.	5 50	
		38 75
Net proceeds to credit Mr. W. A. Moore		181 53

St. Louis, 6 | 6, 1881.

CHARLES G. PEPER & CO.,

E. & O. E. Per L.

EXHIBIT 5.—J. ROBERTSON, *Notary Public.*

No. 734.—Sales by Charles G. Peper & Co. of 13 bales cotton, rec'd 12 | 24, 1880, per I. M. R. R., for account of W. A. Moore. Sold 6 | 12. Sale No. 137.

W. A. M.	
444, S. L., M.,	505
445, L. M.,	501
459, L. M., stain,	523
438, M.,	485
457, L. M.,	445
458, "	489
462, S. G. O.,	392
463, S. L. M.,	457
446, S. G. O., stain,	483
405, G. M., stain,	546
391, S. L. M.,	431
401, M.,	459
388, L. M., stain,	415
6,131 @ 9⅛	559 45

443, Seedy.
404, Dusty.

Charges:

Freight, $4.10 per bale; B. L. charges, $—	53 40	
Repairing		
Weighing, 10 cents per bale	1 30	
Drayage and storage, 40 cents per bale 1st m.; $1.25, 5 m. ex.	21 45	
Rejection and reweighing, — per bale		
Insurance, marine, — per cent. on $—, per bale		
" fire, " 80c. " 6 m.	10 40	
Commission on sale, 2½ per cent.	13 99	
		100 44
Net proceeds to credit Mr. W. A. Moore		459 01

St. Louis, 6 | 16, 1881.

CHARLES L. PEPER & CO.,

E. & O. E. Per L.

495 EXHIBIT 6.—J. ROBERTSON, *Notary Public.*

No. 735.—Sales by Charles G. Peper & Co. of 13 bales cotton, received 12 | 27, 1881, per I. M. R. R., for account of W. A. Moore. Sold 6 | 2. Sale No. 137.

W. A. M.	
448, S. G. O.,	500
450, S. G. O., st.,	490
449, " "	451
451, S. L. M.,	520
452, "	513
455, S. M.,	522
439, L. M.,	492
440, L. M. st.,	450
442, L. M.,	448
461, G. O., stain,	498
460, L. M.,	500
453, S. L. M.,	532
447, S. O.,	548
6,504 @ 9⅛	593 49

Charges:

Freight, $4.10 per bale; B. L. charges $—	53 30	
Repairing		
Weighing, 10 cents per bale	1 30	
Drayage and storage, 40 cents per bale 1st m.; $1.25, 5 m. ex	21 45	
Rejection and reweighing, — per bale.		
Insurance, marine, — per cent. on $— per bale		
" fire, " " " 80c." 6 m.	10 40	
Commission on sale, 2½ per cent.	14 84	
		101 29
Net proceeds to credit Mr. W. A. Moore		492 20

St. Louis, 6 | 16, 1881.

CHARLES G. PEPER & CO.,
Per L.

E. & O. E.

496 EXHIBIT 7.—J. ROBERTSON, *Notary Public.*

No. 736.—Sale by Charles G. Peper & Co. of 58 bales cotton, received 12 | 28, 1880, per. I. M. R. R., for account of W. A. Moore. Sold June 2, '81. Sale 137.

W. A. M.					
476, M.,	430	529, S. G. O.,	446	491, S. G. O.,	523
504, S. G. O., st.,	532	517, L. M.,	497	531, S. L. M.,	494
486, L. M.,	503	528, S. L. M.,	445	535, S. O.,	535
487, "	505	534, S. O.,	455	521, S. L. M.,	443
496, G. O., st.,	496	467, S. G. O.,	529	533, S. M.,	455
484, S. G. O.,	529	477, S. G. O., st.,	485	538, S. G. O.,	468

498, G. O.,	483	548, G. O.,	547	513, S. G. O.,	521
482, M.,	532	532, S. L. M.,	440	536, M.,	522
473, S. O.,	574	518, S. L. M.,	457	508, S. L. M., st.,	507
485, L. M., st.,	548	516, "	540	530, S. M.,	407
470, S. O.,	495	493, "	516	519, M.,	428
474, S. G. O.,	460	539, L. M.,	483	525, L. M.,	477
472, "	540	488, "	485		5,780
481, L. M.,	533	490, M.,	457		
483, S. L. M.,	580	515, L. M.,	477		
469, S. G. O.,	410	489, S. G. O.,	480		
492, S. L. M., st.,	497	523, L. M.,	488		
475, S. G. O.,	476	524, S. L. M.,	494		
511, L. M.,	444	480, L. M.,	533	503 rej., mixed.	
510, S. O.,	457	514, L. M., st.,	467	471 } mix.	
509, S. G. O., st.,	387	520, L. M.,	468	479 }	
537, G. O.,	525	512, M.,	472		
522, S. G. O.,	498	526, S. M.,	453		
	11,434		11,218		

Totals: 11,434
11,218
5,780

28,432 @ 9⅛ ---------- 2,594 42

Charges:

Freight, $4.10 per bale; B. L. charges, $—	237 80	
Repairing 5 hoops	75	
Weighing, 10 cents per bale	5 80	
Drayage and storage, 40 cents per bale 1st m.; $1.25, 5 m. ex.	95 70	
Rejection and reweighing, — per bale		
Insurance, marine, — per cent. on $— per bale		
" fire, " " 80 "	46 40	
Commission on sale, 2½ per cent.	64 86	
		451 31
Net proceeds to cr. Mr. W. A. Moore		2,143 11

St. Louis, 6 | 16, 1881.

E. & O. E.

CHARLES G. PEPER & CO.,
Per L.

497 EXHIBIT 8.—J. ROBERTSON, *Notary Public.*

No. 940.—Sales by Charles G. Peper & Co. of 9 bales cotton, received 1 | 10, 1881, per I. M. R. R., for account W. A. Moore. Sold 6 | 2, '81. Sale No. 137.

W. A. M.

607, M.,	483
605, S. G. O.,	500
604, L. M.,	523
610, S. M.,	445
606, S. G. O.,	537
603, M., st.,	510
611, S. L. M.,	479
608, M.,	513
609, M., st.,	451

4,461 @ 9⅛ ---------- 407 07

Charges:

Freight, $4.10 per bale; B. L. charges, $——	36 90	
Repairing 3 hoops	45	
Weighing, 10 cents per bale	90	
Drayage and storage, 40c. per bale 1 m.; $1.00, 4 m. ex.	12 60	
Rejection and reweighing, — per bale		
Insurance, marine, — per cent. on $—— per bale		
" fire, " " 70c. 5 m.	6 30	
Commission on sale, 2½ per cent.	10 18	
		67 33
Net proceeds to Cr. Mr. W. A. Moore		$339 74

St. Louis, 6 | 16, 1881.

CHARLES L. PEPER & CO.,

E. & O. E. Per L.

498 EXHIBIT 9.—J. ROBERTSON, *Notary Public.*

No. 739.—Sales by Charles G. Peper & Co. of 30 bales cotton, received 1 | 3, 1881, per I. M. R. R., for account of W. A. Moore. sold June 2, '81. Sale No. 137.

W. A. M.			
543, L. M.,	485	465, L. M.,	355
542, S. L. M.,	511	502, L. M.,	449
561, S. L. M., st.,	457	494, S. L. M.,	488
554, S. G. O.,	484	497, L. M., st.,	503
505, G. M.,	487	499, S. G. O.,	478
564, M.,	409	478, S. G. O.,	589
562, M.,	470	468, L. M.,	443
541, L. M.,	537	500, S. L. M.,	545
563, M.,	472	501, L. M.,	416
545, S. L. M.,	423	466, L. M.,	558
544, M.,	447	464, M., tinge,	497
527, S. M.,	473		
540, G. M.,	438		5321
546, M.,	500	550 rej., mixed.	
547, L. M.,	478		
506, S. L. M.,	540		
507, L. M.,	517	Totals:	
549, S. G. O.,	437	8,845	
551, S. M.,	380	5,321	
	8,845	14,166 @ 9⅛	1,292 65

Charges:

Freight, $4.10 per bale; B. L. charges, $——	123 00	
Repairing		
Weighing, 10 cents per bale	3 00	

Drayage and storage, 40 cents per bale 1st m.; $1.00, 4 m. ex.	42 00	
Rejection and reweighing, — per bale		
Insurance, marine, — per cent. on $—— per bale		
" fire, " " 70c. " " 5 m.	21 00	
Commissions on sale, 2½ per cent.	32 32	
		221 32
Net proceeds to credit Mr. W. A. Moore		1,071 33

St. Louis, 6 | 16, 1881.

CHARLES G. PEPER & CO.,
E. & O. E. Per L.

499 EXHIBIT 10.—J. ROBERTSON, *Notary Public.*

No. 738.—Sales by Charles G. Peper & Co. of 5 bales of cotton, received 12 | 31, 81, per I. M. R. R., for account of W. A. Moore. Sole 6 | 2, '81. Sale No. 157.

W. A. M.
568, M., 458
566, G. O., 478
570, " 570
567, S. M., 502
569, S. G. O., 538

2,546 @ 9⅛ 232 32

Charges:

Freight, $4.10 per bale; B. L. charges, —	$20 50	
Repairing		
Weighing, 10 cents per bale	50	
Drayage and storage, 40 cents per bale; 1st mo., $1.25, 5 m. ex.	8 25	
Rejection and reweighing, — per bale		
Insurance, marine, — per cent. on $— per bale		
" fire, " " 80c., 6 m.	4 00	
Commission on sale, 2½ per cent.	5 81	
		39 06
Net proceeds to cr. Mr. W. A. Moore		193 26

St. Louis, 6 | 16, 1881.

CHARLES G. PEPER & CO.,
E. & O. E. Per L.

500 EXHIBIT 11.—J. ROBERTSON, *Notary Public.*

No. 737.—Sales by Charles G. Peper & Co. of 12 bales cotton, received 12 | 30, per I. M. R. R., for account of W. A. Moore. Sold 6 | 2, '81. Sale No. 137.

W. A. M.
456, M., 505

441, S. L. M., 447
495, S. G. O., 533
555, S. O., 475
559, L. M., 593
556, " 527
553, M., 558
565 " 498
558, L. M., 390
560, L. M., st., 450
557, M., 423
552, S. M., 400

5,799 @ 9⅛ ---------- 529 15

Charges:

Freight, $4.10 per bale; B. L. charges, $—	49 20	
Repairing 1 hoop	15	
Weighing, 10 cents per bale	1 20	
Drayage and storage, 40 cents per bale 1st; $1.25, 5 m. ex.	19 80	
Rejection and reweighing, — per bale		
Insurance, marine, — per cent on $— per bale		
" fire, " " 80 per 6 m.	9 60	
Commission on sale, 2½ per cent.	13 23	
		93 18
Net proceeds to cr. Mr. W. A. Moore		435 97

St. Louis, 6 | 16, 1881.

CHARLES G. PEPER & CO.,
E. & O. E. Per L.

501 EXHIBIT 12.—J. ROBERTSON, *Notary Public.*

No. 741.—Sales by Charles G. Peper & Co. of 9 bales cotton, received 1 | 13, 1881, per I. M. R. R., for account of W. A. Moore. Sold 6 | 2, '81. Sale No. 137.

W. A. M.
622, S. M., st., 442
618, L. M., 513
616, " 577
624, S. M., 523
620, M., 505
621, M., st., 508
619, L. M., 522
615, S. G. O., 555
623, S. M., 465

4,410 @ 9⅛ ---------- 402 41

613, rej., mix.

614, rej., dusty.
612, " "
617, " "
625, " "
626, " mix.

Charges:

Freight, $4.10 per bale; B. L. charges, $—	36 90	
Repairing 1 hoop	15	
Weighing, 10 cents per bale	90	
Drayage and storage, 40 cents per bale 1st m.; $1.00, 4 m. ex.	12 60	
Rejection and reweighing		
Insurance, marine, — per cent. on $—— per bale		
" fire, " 70c., 5 m.	6 30	
Commission on sale, 2½ per cent.	10 06	
		66 91
Net proceeds to credit Mr. W. A. Moore		335 50

St. Louis, 6 | 16, 1881.

CHARLES G. PEPER & CO.,
E. & O. E. Per L.

502 EXHIBIT 13.—J. ROBERTSON, *Notary Public.*

No. 742.—Sales by Charles G. Peper & Co. of 9 bales of cotton, received 1 | 20, 1881. per I. M. R. R., for account of W. A. Moore. Sold 6 | 2, '81, Sale 137.

W. A. M.	
649, M.,	455
646, "	510
652, S. L. M.,	485
648, S. M.,	425
653, "	487
635, L. M.,	513
637, G. O.,	500
634, L. M.,	508
636, S. G. O.,	502

4,384 @ 9⅛ ---------- 400 04

Charges:

Freight, $4.10 per bale; B. L. charges, $—	36 90	
Repairing		
Weighing, 10 cents per bale	90	
Drayage and storage, 40 cents per bale 1st m.; $1.00, 4 m. ex.	12 60	
Rejection and reweighing, — per bale		

Insurance, marine, — per cent. on $—— per bale--		
" fire, " " 70 " 5 m.-	6 30	
Commission on sale, 2½ per cent.----------	10 00	
		66 70
Net proceeds to Cr. Mr. W. A. Moore ----------		333 34

St. Louis, 6 | 16, 1881.

CHARLES G. PEPER & CO.,
E. & O. E. Per L.

503 EXHIBIT 14.—J. ROBERTSON, *Notary Public.*

No. 743.—Sales by Charles G. Peper & Co. of 11 bales cotton, rec'd 1 | 21, 1881, per I. M. R. R., for account of W. A. Moore. Sold 6 | 2, '81. Sale No. 137.

W. A. M.

639, S. G. O.,	466
645, G. O.,	560
644, S. L. M.,	458
651, S. G. O.,	468
640, M., tinge,	565
642, G. O.,	475
641, M.,	570
650, L. M.,	486
643, "	483
638, S. G. O.,	412
647, L. M.,	460
5,403 @ 9⅛----------	493 02

Charges:

Freight, $4.10 per bale; B. L. charges, $— ------	45 10	
Repairing 1 hoop----------	15	
Weighing, 10 cents per bale----------	1 10	
Drayage and storage, 40 cents per bale 1st mo.; $1.00, 4 m. ex.----------	15 40	
Rejection and reweighing, — per bale ----------		
Insurance, marine, — per cent on $—— per bale--		
" fire, " " " 70c. " " 5 m.	7 70	
Commission on sale, 2½ per cent.----------	12 33	
		81 78
Net proceeds to credit Mr. W. A. Moore----------		411 24

St. Louis, 6 | 16, 1881.

CHARLES G. PEPER & CO.,
E. & O. E. Per L.

504 EXHIBIT 15.—J. ROBERTSON, *Notary Public.*

No. 744.—Sales by Charles G. Peper & Co. of 5 bales cotton, rec'd 1 | 24, 1881, per I. M. R. R., for account W. A. Moore. Sold 6 | 2, '81. Sale No. 137.

W. A. M.					
633, S. G. O.,	502				
632, "	468				
628, L. M.,	418				
631, G. O.,	466				
629, L. M.,	432				
2,286 @ 9⅛					208 60

627 & 630 rej., seedy.

Charges:

Freight, $4.10 per bale; B. L. charges $—	20 50	
Repairing		
Weighing, 10 cents per bale	50	
Drayage and storage, 40 cents per bale 1st m.; $1.00, 4 m. ex.	7 00	
Rejection and reweighing, —— per bale		
Insurance, marine, — per cent. on $—— per bale		
" fire, " " " 70 " " 5 m.	3 50	
Commission on sale, 2½ per cent.	5 22	
		36 72
Net proceeds to credit Mr. W. A. Moore		$171 88

St. Louis, 6 | 16, 1881.

CHARLES G. PEPER & CO.,

E. & O. E. Per L.

505 EXHIBIT 16.—J. ROBERTSON, *Notary Public.*

No. 745.—Sales by Charles G. Peper & Co. of 18 bales cotton, received 1 | 29, 1881, per I. M. R. R, for account of W. A. Moore. Sold June 2, '81. Sale No. 137.

W. A. M.				
709, S. G. O.,	480			
712, S. O.,	490			
716, S. G. O.,	537			
715, G. O.,	547			
711, S. L. M.,	548			
713, S. G. O.,	548	714	rej.,	mix., & st.
710 "	426	725	"	"
723 "	505	727	"	" & d.
718 "	481	722	"	"
731, S. L. M.,	530	728	"	" & d.
724, M.,	535			

729, L. M., 410
730, S. G. O., 469
721, " 460
717, M., 497
719, S. G. O., st., 470
720, " 503
726, S. M., 521

8,957 @ 9⅛ ---------- 817 32

Charges:

Freight, $4.10 per bale; B. L. charges, $—----------	$73 80	
Repairing ----------		
Weighing, 10 cents per bale----------		
Drayage and storage, 40 cents per bale 1st mo.; $1.00, 4 m. ex----------	25 20	
Rejection and reweighing, — per bale----------		
Insurance, marine, — per cent. on $—— per bale--		
" fire, " " 70c. " 5 m.	12 60	
Commission on sale, 2½ per cent----------	20 44	
		133 84
Net proceeds to cr. Mr. W. A. Moore----------		683 48

St. Louis, 6 | 16, 1881.

CHARLES G. PEPER & CO.,
Per L.

E. & O. E.

506 EXHIBIT 17.—J. ROBERTSON, *Notary Public.*

No. 746.—Sales by Charles G. Peper & Co. of 23 bales cotton, received 1 | 31, 1881, per I. M. R. R., for account of W. A. Moore. Sold June 2, 1881. Sale No. 137.

W. A. M.
738, S. M., 390
737, S. L. M., 530
736, S. M., 432
739, S. L. M., st., 527
740, S. G. O., 715
735, L. M., st., 437
742, S. G. O., 480
732, " 479
747, " 460
734, " 463
782, " 458
777, G. O., 497
733, " 510
771, L. M., 481
775, M., 493
761, S. L. M., 427
751, " 423
762, " 490

773, S. L. M.,	434
760, "	435
774, M.,	335
778, S. M.,	506
776, G. O.,	521

10,923 @ 9⅛ 996 72

Charges:

Freight, $4.10 per bale; B. L. charges, $—	94 30	
Repairing 1 hoop	15	
Weighing, 10 cents per bale	2 30	
Drayage and storage, 40 cents per bale 1st mo.; $1.00, 4 m. ex.	32 20	
Rejection and reweighing, — per bale		
Insurance, marine, — per cent. on $—— per bale		
" fire, " " 70c. per bale, 5 m.	17 10	
Commission on sale, 2½ per cent.	24 92	
		169 97
Net proceeds to credit Mr. W. A. Moore		876 75

St. Louis, 6 | 16, 1881.

CHARLES G. PEPER & CO.,
Per L.

E. & O. E.

507 EXHIBIT 18.—J. ROBERTSON, *Notary Public.*

No. 747.—Sales by Charles G. Peper & Co. of 24 bales cotton, received 2 | 1, 1881, per I. M. R. R., for account of W. A. Moore. Sold June 2, '81. Sale No. 137.

W. A. M.		
765, S. G. O.,	470	
763, M.,	507	
764, S. L. M.,	413	
767, L. M.,	498	
745, "	448	
744, S. L. M.,	410	
754, S. G. O.,	500	
753, L. M.,	446	
759, "	525	
756, "	462	
768, M.,	443	
752, S. L. M.,	408	766 rej., seedy.
746, M., tinge,	452	741 " mix.
755, L. M.,	521	749 " plated.
748, L. M., st.,	431	
758, L. M.,	492	
743, "	485	
757, M.,	502	
780, "	443	

781, S. M., 438
750, L. M., 468
779, S. L. M., 423
784, " 439
783, S. G O., 569

11,293 @ 9⅛ ---------- 1,030 49

Charges:

Freight, $4.10 per bale; B. L. charges, $—	98 40	
Repairing		
Weighing, 10 cents per bale	2 40	
Drayage and storage, 40 cents per bale 1st m.; $1.00, 4 m. ex	33 60	
Rejection and reweighing, — per bale		
Insurance, marine, — per cent. on $— per bale		
" fire, " " 70c. " 5 m.	16 80	
Commission on sale 2½ per cent	25 76	
		176 96
Net proceeds to cr. Mr. W. A. Moore		853 53

St. Louis, 6 | 16, 1881.

CHARLES G. PEPER & CO.,
Per L.

E. & O. E.

508 EXHIBIT 19.—J. ROBERTSON, *Notary Public.*

No. 747.—Sales by Charles G. Peper & Co. of 9 bales cotton, received 2 | 2, 1881, per I. M. R. R., for account of W. A. Moore. Sold 6 | 2, '81. Sale No. 137.

W. A. M.
789, S. G. O., 427
772, L. M., 540
786, S. L. M., 547
787, S. G. O., 480
790, S. L. M., 488
770, " 480
785, G. O., 490
769, S. M., 440
768, L. M., 458

4,350 @ 9⅛ ---------- 396 94

Charges:

Freight, $4.10 per bale; B. L. charges, $—	$36 90	
Repairing		
Weighing, 10 cents per bale	90	
Drayage and storage, 40 cents per bale 1st m.; 75c., 3 m. ex	10 35	
Rejection and reweighing		

Insurance, marine, — per cent on $— per bale		
" fire, " " 60 " 4 M.	5 40	
Commission on sale, 2½ per cent.	9 93	
		63 48
Net proceeds to cr. W. A. Moore		333 46

St. Louis, 6 | 16, 1881.

CHARLES G. PEPER & CO.,
Per L.

E. & O. E.

509 EXHIBIT 20.—J. ROBERTS, *Notary Public.*

No. 749.—Sales by Charles G. Peper & Co. of 22 bales cotton, received 2 | 7, 1881, per I. M. R. R., for account of W. A. Moore. Sold June 2, '81. Sale No. 137.

W. A. M.		
800, G. M.,	493	
801, M.,	480	
803, S. M.,	491	
802 "	442	
799, S. L. M.,	525	
798, S. G. O.,	450	
795, S. L. M.,	500	
791, S. G. O.,	459	
794, S. M.,	490	797 rej., mix. & d.
793, L. M.,	523	809 " "
792, G. O.,	509	" "
815, S. G. O., st.,	509	
813, M.,	440	
805, S. G. M.,	497	
807, S. M.,	475	
808, G. O.,	533	
804, L. M.,	464	
812, S. L. M., st.,	408	
811, M.,	493	
814, S. M.,	537	
810, S. O.,	496	
806, L. M.,	497	
10,711 @ 9⅛		977 38

Charges:

Freight, $4.10 per bale; B. L. charges, $—	90 20	
Repairing 1 hoop	15	
Weighing, 10 cents per bale	2 20	
Drayage and storage, 40 cents per bale 1st m.; 75c., 3 m. ex.	23 30	
Rejection and reweighing, — per bale		

Insurance, marine, — per cent. on $—— per bale		
" fire, " 60c. " 4 m.	13 20	
Commission on sale, 2½ per cent.	24 43	
		155 48
Net proceeds to cr. Mr. W. A. Moore		821 90

St. Louis 6 | 16, 1881.

CHARLES G. PEPER & CO.,
E. & O. E. Per L.

510 EXHIBIT 21.—J. ROBERTSON, *Notary Public.*

No. 750.—Sales by Charles G. Peper & Co. of 8 bales cotton, rec'd 2 | 8, 1881, per I. M. R. R., for account of W. A. Moore. Sold 6 | 2, '81. Sale No. 137.

W. A. M.
703, S. G. O., 426
708, M., 462
702, S. G. O., 450
701, M., 464
706, S. G. O., 475
796, S. O., 477
705, S. L. M., 546
704, S. G. O., 465

3,765 @ 9⅛ ---- 343 56

707 rej., mix.

Charges:

Freight, $4.10 per bale; B. L. charges, —	32 80	
Repairing 1 hoop	15	
Weighing, 10 cents per bale	80	
Drayage and storage, 40 cents per bale 1st. mo.; 75c., 3 m. ex.	9 20	
Rejection and reweighing, — per bale		
Insurance, marine, — per cent. on $—— per bale		
" fire, " " 60c. " 4 m.		
Commission on sale, 2½ per cent.	8 59	
		56 34
Net proceeds to cr. Mr. W. A. Moore		287 22

St. Louis, 6 | 16, 1881.

CHARLES G. PEPER & CO.,
E. & O. E. Per L.

511 EXHIBIT 22.—J. ROBERTSON, *Notary Public.*

No. 751.—Sales by Charles G. Peper & Co. of 1 bale cotton, received 2 | 11, 1881, per I. M. R. R., for account of W. A. Moore. Sold 6 | 2, '81. Sale No. 137.

W. A. M.
821, S. G. O., 483 @ 9⅛ ---- 44 07

Charges:

Freight, $— per bale; B. L. charges, $--	4 10	
Repairing		
Weighing, 10 cents per bale	10	
Drayage and storage, 40 cents per bale 1st m.; 75 c., 3 m. ex.	1 15	
Rejection and reweighing, — per bale		
Insurance, marine, — per cent. on $—— per bale		
" fire, " " " 60 " 4 m.	60	
Commissions on sale, 2½ per cent.	1 10	
		7 05
Net proceeds to credit Mr. W. A. Moore		37 02

St. Louis, 6 | 16, 1881.

CHARLES G. PEPER & CO.,
Per L.

E. & O. E.

EXHIBIT 23.—J. ROBERTSON, *Notary Public.*

No. 752.—Sales by Charles G. Peper & Co. of 4 bales cotton, received 2 | 14, 1881, per I. M. R. R., for account of W. A. Moore. Sold 6 | 2, '81. Sale No. 137.

W. A. M.
869, L. M., 465
858, S. G. O., 400
861, L. M., 515
868, " 434

1,812 @ 9⅛ ---------- 165 53

Charges:

Freight, $4.10 per bale; B. L. charges, $—	16 40	
Repairing		
Weighing, 10 cents per bale	40	
Drayage and storage, 40 cents per bale 1st m.; 75 c., 3 m. ex.	4 60	
Rejection and reweighing, — per bale		
Insurance, marine, — per cent. on $— per bale		
" fire, " " 60 c. " 4 m.	2 40	
Commission on sale, 2½ per cent.	4 14	
		27 94
Net proceeds to cr. Mr. W. A. Moore		$137 57

St. Louis, 6 | 16, 1881.

CHARLES G. PEPER & CO.,
Per L.

E. & O. E.

512 EXHIBIT 24.—J. ROBERTSON, *N. P.*

No. 753.—Sales by Charles G. Peper & Co. of 60 bales cotton, received 2 | 15, 1881, per. I. M. R. R., for account of W. A. Moore. Sold June 2, '81. Sale No. 137.

896, S. G. O.,	502	832, G. O., st.,	483	837, S. G. O.,	463		
894, G. O., st.,	480	828, G. O.,	395	842, S. G. O., st.,	395		
874, G. O., st.,	470	834, S. L. M.,	507	848, S. M.,	477		
883, L. M.,	416	833, L. M.,	442	839, M.,	503		
877, S. G. O.,	500	819, L. M., st.,	411	846, G. O., st.,	286		
878, G. O., st.,	570	830, L. M.,	558	841, L. M.,	482		
881, S. G. O., st.,	510	835, "	504	852, G. O.,	535		
876, S. G. O.,	465	816, S. O., st.,	502	827, L. M.,	527		
882, S. L. M.,	411	818, S. G. O., st.,	512	853, S. G. O., st.,	510		
879, L. M.,	495	829, S. G. O.,	502	865, L. M.,	538		
880, G. O., st.,	554	823, "	433	864, "	508		
875, S. G. O., st.,	503	817, L. M.,	485	667, S. G. O.,	498		
871, L. M.,	518	826, S. G. O.,	478	860, "	447		
873, S. O., st.,	501	824, "	405	867, S. G. O., st.,	418		
872, L. M.,	452	825, "	464				
859, S. G. O., st.,	526	836, L. M.,	545	Totals:	6,587		
862, S. G. O.,	547	840, S. G. O., st.,	457		11,094		
854, L. M.,	377	847, L. M.,	433		11,043		
857, S. G. O.,	354	850, S. L. M.,	478				
856, "	409	838, M.,	538		28,724		
843, L. M.,	464	845, L. M.,	455	@	9⅛c.		$2,621 06
855, L. M., st.,	489	851, S. G. O.,	500				
863, S. G. O.,	500	847, L. M.,	556				
	11,094		11,043				

870 rej., mix.
831 "
844 "

Charges:

Freight, $4.10 per bale; B. L. charges, $—	246 00	
Repairing 6 hoops	90	
Weighing, 10 cents per bale	6 00	
Drayage and storage, 40 cents per bale 1st m.; 75c., 3 m. ex.	69 00	
Rejection and reweighing, — per bale		
Insurance, marine, — per cent. on $— per bale		
" fire, " " 60c. " 4 m.	36 00	
Commission on sale, 2½ per cent.	63 53	
		423 43
Net proceeds to cr. Mr. W. A. Moore		2,197 63

St. Louis, 6 | 16, 1881.

E. & O. E.

CHARLES G. PEPER & CO.,
Per L.

513 EXHIBIT 25.—J. ROBERTSON, *N. P.*

No. 754.—Sales by Charles G. Peper & Co. of 12 bales cotton, rec'd 2 | 15, 1881, per I. M. R. R., for account of W. A. Moore. Sold 6 | 2, '81. Sale No. 137.

W. A. M.
368, S. G. O., 452
353, L. M., 410
351, S. G. O., 503
368, " 501
357, " 517

359, L. M., 426
369, S. G. O., 397
369, S. G. O., 397
358, S. G. M., 403
355, " 521
360, S. M., 557
354, S. G. O., 433
352, " 428

5,548 @ 9⅛ ---------- 506 25

Charges:

Freight, $4.10 per bale; B. L. charges $—	49 20	
Repairing, storage p'd Rowland	6 00	N. G.
Weighing, 10 cents per bale	1 20	
Drayage and storage, 40 cents per bale 1st m.; 75 c., 3 m. ex.	13 80	
Rejection and reweighing, — per bale		
Insurance, marine, — per cent. on $— per bale		
" fire, " " " 60 c. " 4 m.	7 20	
Commissions on sale, 2½ per cent.	12 66	
		90 06
Net proceeds to cr. Mr. W. A. Moore		416 19

St. Louis, 6 | 16, 1881.

CHARLES G. PEPER & CO.,
Per L.

E. & O. E.

514 EXHIBIT 26.—J. ROBERTSON, *N. P.*

No. 755.—Sales by Charles G. Peper & Co. of 7 bales cotton, rec'd 2 | 16, 1881, per I. M. R. R., for account of W. A. Moore. Sold 6 | 2, '81. Sale No. 137.

W. A. M.
922, L. M., st., 402 @ 9⅛ ---------- 36 68
Pickings, 15 @ 2 ---------- 30
920, L. M., 385
916, " 414
917, " 443
918, M., 362
919, S. G. O., 479

2,083 @ 9⅛ ---------- 190 07
921, L. M., 438 @ 9⅛ ---------- 39 97
Pickings, 17 @ 2 ---------- 34
267 36

Charges:

Freight, $4.10 per bale; B. L. charges, $—	28 70	
Repairing picking No. 922, 921	1 00	

Weighing, 10 cents per bale	70	
Drayage and storage, 40 cents per bale 1st m.; 75c., 3 m. ex	8 05	
Rejection and reweighing, — per bale		
Insurance, marine, — per cent. on $— per bale		
" fire, " 60c. " 4 m.	4 20	
Commission on sale, 2½ per cent.	6 68	
		49 33
Net proceeds to credit Mr. W. A. Moore		218 03

St. Louis, 6 | 16, 1881.

CHARLES G. PEPER & CO.,

E. & O. E. Per L.

515 ST. LOUIS, Mo., *June 11th*, 1881.

We certify that we overhauled and repaired bale of cotton No. 26028, W. A. M., 908, from Peper Compress Co., for account Mess. C. G. Peper & Co., and found same badly damaged by water.

Weight when received, 488.
When repaired, 420.
Damaged cotton and water, 58.
Loss by drying, —.

Respectfully, SQUIRES & CO.

Messers. C. G. Peper & Co. to Squires & Co., Dr.

Repairing cotton bale No. 26028	2 00
Drayage	20
Bagging	
Ties	
Total	2 20

Cr.

Damaged cotton @ 2	1 36
Balance to your debit	84

516 EXHIBIT 27.—J. ROBERTSON, *N. P.*

No. 756.—Sales by Charles G. Peper & Co. of 18 bales cotton, received 2 | 18, 1881, per I. M. R. R., for account of W. A. Moore. Sold June 2, '81. Sale No. 137.

W. A. M.	
905, S. O.,	555
899, O.,	525
915, S. L. M.,	318
914, O.,	466
902, L. M.,	470
903, S. G. O.,	530
904, "	529

909, S. O., 476
901, L. M., 488
900, G. O., 513
897, S. G. O., 548
910, G. O., 497
907, S. G. O., 420
898, G. O., 549
912, S. L. M., 456
895, S. G. O., st., 481
911, S. L. M., 458

2,827 @ 9⅛		755 46
908, S. G. O., St., 415 @ 9⅛		37 87
Pickings, 68 @ 2		1 36
		794 69

Charges:

Freight, $4.10 per bale; B. L. charges, $—	73 80	
Repairing picking bal., 2.20; head out, 75c.; 3 hoops, .45	3 40	
Weighing, 10 cents per bale	1 80	
Drayage and storage, 40 cents per bale 1st mo.; 75c., 3 m. ex.	20 70	
Insurance, marine, per cent. on $— per bale		
" fire, " " 60c. " 4 m.	10 80	
Commission on sale, 2½ per cent.	19 87	
		130 37
Net proceeds to Cr. Mr. W. A. Moore		664 32

St. Louis, 6 | 16, 1881.

CHARLES G. PEPER & CO.,
Per L.

E. & O. E.

517 EXHIBIT 28.—J. ROBERTSON, *N. P.*

No. 757.—Sales by Charles G. Peper & Co. of 13 bales cotton, rec'd 2 | 19, 1881, per I. M. R. R., for account of W. A. Moore, sold 6 | 2, '81. Sale No. 137.

W. A. M.
942, L. M., st., 491
943, S. G. O., 434
940, " 540
937, S. O., 480
939, S. L. M., st., 520
938, L. M. " 497
941, G. O., 536
936, S. L. M., 450
933, " 523
944, G. O., 495

930, S. M., 432
932, L. M., st., 467
931, G. O., st., 513

6,378 @ 9⅛ ---------- 581 99

935 rej., mix.
945 "
934 "

Charges:

Freight, $4.10 per bale; B. L. charges $—	53 30	
Repairing 1 hoop	15	
Weighing, 10 cents per bale	1 30	
Drayage and storage, 40 cents per bale; 1st mo., 75c., 3 m. ex.	14 95	
Rejection and reweighing		
Insurance, marine, — per cent. on $— per bale		
" fire, " " 60c. " 4 m.		
Commission on sale, 2½ per cent.	1,455	
		92 05
		489 94

Net proceeds to Cr. Mr. W. A. Moore ----------

St. Louis, 6 | 16, 1881.

CHARLES G. PEPER & CO.,
Per L.

E. & O. E.

518 EXHIBIT 29.—J. ROBERTSON, *N. P.*

No. 758.—Sales by Charles G. Peper & Co. of 25 bales cotton, received 2, [1] 22, 1881, per I. M. R. R., for account of W. A. Moore. Sold June 2, '81. Sale No. 137.

962, S. G. O., 495
974, S. G. O., 508
978, L. M., st., 448
973, S. L. M., 476
976, M., 503
972, G. O., 388
968, M. tinge, 472
966, L. M., 538
967, " 442
963, S. G. O., 500
969, S. O., st., 426
980, S. G. O, 454
979, " 509
975, S. L. M., 417
970, G. O., 446
964, L. M., 540
977, S. L. M., 470
961, S. G. O., 448

965, L. M., 501
957, " 557
955, L. M., st., 438
959, S. G. O., 421
956, S. L. M., 506
958, M., 524
960, L. M., st., 503

11,930 @ 9⅛ ---------- 1,088 61

971, Rej., M. Mix.
954, " water-p.

Charges:

Freight, $4.10 per bale; B. L. charges, $— ----	102 50	
Repairing 2 hoops ----------	30	
Weighing, 10 cents per bale ----------	2 50	
Drayage and storage, 40 cents per bale 1st m.; 75c. 3 m. ex. ----------	28 75	
Rejection and reweighing, — per bale ----------		
Insurance, marine, — per cent. on $— per bale		
" fire, " 60c. " 4 m.	15 00	
Commissions on sale, 2½ per cent. ----------	27 22	
		176 27
Net proceeds to credit Mr. W. A. Moore ----------		912 34

St. Louis, 6 [1] 16, 1881.

CHARLES G. PEPER & CO.,
E. & O. E. Per L.

519 EXHIBIT 30.—J. ROBERTSON, *N. P.*

No. 759.—Sales by Charles G. Peper & Co. of 20 bales cotton, received 2 [1] 24, 1881, per I. M. R. R., for account of W. A. Moore. Sold June 2, '81. Sale No. 137.

W. A. M.
1000, S. L. M., 443
999, " 489
994, L. M., 548
988, S. G. O., st., 532
990, S. G. O., 485
989, S. M., 530
982, L. M., st., 475
995, G. O., 509
981, S. G. O., st., 543
993, S. G. O., 705
997, S. G. O., st., 483
987, S. G. O., 373
983, L. M., 496
986, S. G. O., 484
985, L. M., 419

992, S. G. O.,	560
996, L. M., st.,	472
991, S. G.,	438
984, S. L. M.,	496
998, S. G. O., st.,	475

9,958 @ 9⅛ ---------- 908 67

Charges:

Freight, $4.10 per bale; B. L. charges, $—	82 00	
Repairing 1 hoop	15	
Weighing, 10 cents per bale	2 00	
Drayage and storage, 40 cents per bale 1st m.; 75c. 3 m. ex.	23 00	
Rejection and reweighing, — per bale		
Insurance, marine, — per cent. on $— per bale		
" fire, " 60c. " 4 m.	12 00	
Commission on sale, 2½ per cent.	22 72	
		141 87
Net proceeds to Cr. Mr. W. A. Moore		766 80

St. Louis, 6 [1] 16, 1881.

CHARLES G. PEPER & CO.,

E. & O. E. Per L.

520 EXHIBIT 31.—J. ROBERTSON, *N. P.*

No. 760.—Sales by Charles G. Peper & Co. of 18 bales cotton, received 2 | 25, 1881, per I. M. R. R., for account of W. A. Moore. Sold June 2, '81. Sale No. 137.

W. A. M.

1011, S. G. O.,	523
1015, M.,	495
1008, L. M.,	471
1009, S. L. M., st.,	420
1001, G. O.,	443
1015, L. M., st.,	468
1003, L. M.,	627
1004, S. G. O.,	497
1014, L. M.,	464
1005, "	474
1017, "	517
1018, "	485
1010, G. O.,	522
1013, S. G. O.,	533
1002, S. O.,	458
1007, S. L. M.,	488
1012, S. G. O.,	449
1006, M.,	505

8,839 @ 9⅛ ---------- 806 56

Charges:

Freight, $4.10 per bale; B. L. charges, $—	73 80	
Repairing 1 hoop	15	
Weighing, 10 cents per bale	1 80	
Drayage and storage, 40 cents per bale, 1st m.; 75c., 3 m. ex.	20 70	
Rejection and reweighing — per bale		
Insurance, marine, — per cent. on $— per bale		
" fire, " " " 60c. " 4 m.	10 80	
Commission on sale, 2½ per cent.	20 16	
		127 41
Net proceeds to Cr. Mr. W. A. Moore		679 15

St. Louis, 6 | 16, 1881.

CHARLES G. PEPER & CO.,
Per. L.

E. & O. E.

521 EXHIBIT 32.—J. ROBERTSON, *N. P.*

No. 761.—Sales by Charles G. Peper & Co. of 15 bales cotton, received 3 | 1, per I. M. R. R., for account of W. A. Moore. Sold June 2, 81. Sale No. 137.

W. A. M.	
1033, L. M.,	505
1012, S. G. O., st.,	518
1021, M.,	470
1020, S. G. O.,	478
1032, L. M., st.,	448
1030, "	500
1023, L. M.,	500
1027, G. O.,	517
1025, L. M.,	556
1024, S. G. O.,	455
1035, S. O.	508
1034, M.,	514
1026, "	498
1028, S. G. O.,	555
1031, S. G. O., st.,	475
7,497 @ 9⅛	684 10

1019, mix. & d.
1029, dusty.

Charges:

Freight, $4.10 per bale; B. L. charges, $—	61 50	
Repairing 2 hoops	30	
Weighing, 10 cents per bale	1 50	
Drayage and storage, 40 cents per bale 1st mo.; 75c. 3 m. Ex.	17 25	

Rejection and reweighing, — per bale		
Insurance, marine, — per cent. on $— per bale		
" fire, " " 60 " 4 m.	9 00	
Commissions on sale, 2½ per cent.	17 10	
		106 65
Net proceeds to cr. Mr. W. A. Moore		$577 45

St. Louis, 6 | 16, 1881.

CHARLES G. PEPER & CO.,

E. & O. E. Per L.

522 EXHIBIT 33.—J. ROBERTSON, *N. P.*

No. 762.—Sales by Charles G. Peper & Co. of 5 bales cotton, rec'd 3 | 2, 1881, per I. M. R. R., for account of W. A. Moore. Sold 6 | 2, '81. Sale sap. No. 137.

1039, M.,	478
1038, S. M., st	421
1036, S. L. M.,	487
1040, S. L. M.,	531
1037, "	436
2,353 @ 9⅛	214 71

1041, rej., mix.

Charges:

Freight, $4.10 per bale; B. L. charges, $——	20 50	
Repairing		
Weighing, 10 cents per bale	50	
Drayage and storage, 40 cents per bale 1st mo.; 50c. 2. m. ex.	21 50	
Rejection and reweighing		
Insurance, marine—per cent. on $—— per bale		
" fire " " " 50c. " 3 m.	2 50	
Commission on sales, 2½ per cent.	5 37	
		33 37
Net proceeds to cr. Mr. W. A. Moore		$181 34

St. Louis, 6 | 16, 1881.

CHARLES G. PEPER & CO.,

E. & O. E. Per L.

523 EXHIBIT 34.—J. ROBERTSON, *N. P.*

No. 763—Sales by Charles G. Peper & Co. of 17 bales cotton, rec'd 3 | 4, 1881, per I. M. R. R., for account of W. A. Moore. Sold June 2, '81. Sale No. 137.

W. A. M.

1045, S. M.,	540

1051, L. M., st.,	464
1052, G. O.,	432
1053, S. G. O., st.,	491
1054, L. M.,	455
1042, S. O.,	456
1059, G. O.,	493
1043, S. O.,	453
1049, S. M.,	540
1044, L. M.,	520
1047, S. O.,	513
1058, S. G. O.,	433
1060, G. M.,	438
1057, S. G. O.,	393
1056, S. G. O.,	451
1046, L. M.,	543
1035, G. O.,	427
8,042 @ 9⅛	733 83

1048, rej., mix.
1050, " "

Charges:

Freight, $4.10 per bale; B. L. charges, $——	69 70	
Repairing		
Weighing, 10 cents per bale	1 70	
Drayage and storage, 40 cents per bale 1st mo.; 50c. 2 m. ex.	13 50	
Rejection and reweighing,—per bale		
Insurance, marine—per cent. on $—— per bale		
" fire, " " 50c. " 3 m.	8 50	
Commission on sale, 2½ per cent.	18 35	
		113 55
Net proceeds to credit Mr. W. A. Moore		$620 28

St. Louis, 6 | 16, 1881.

CHARLES G. PEPER & CO.,
Per L.

E. & O. E.

524 EXHIBIT 35.—J. ROBERTSON, *N. P.*

No. 764.—Sales by Charles Peper & Co. of 4 bales cotton, received 3 | 7, 1881, Per I. M. R. R., for account of W. A. Moore. Sold 6 | 2, '81. Sale No. 137.

W. A. M.

1064, L. M.,	463
1062, S. G. O.,	503
1061, S. G. O., st.	503
1063, S. L. M.,	472
1,941 @ 9⅛	$117 12

Charges:

Freight, $4.10 per bale; B. L charges, $——	16 40	
Repairing		
Weighing, 10 cents per bale	40	
Drayage and storage, 40 cents per bale 1st mo.; 50c. 2 m. ex.	3 60	
Rejection and reweighing, — per bale.		
Insurance, marine — per cent. on $— per bale		
" fire " " 50c. " 3 m.	2 00	
Commission on sale, 2½ per cent.	4 43	
		26 83

Net proceeds to cr. Mr. W. A. Moore ---------- $150 29

St. Louis, 6 | 16, 1881. CHARLES G. PEPPER & CO.,
E. & O. E. Per L.

525 EXHIBIT 36.—J. ROBERTSON, *N. P.*

No. 765.—Sales by Charles G. Peper & Co. of 55 bales cotton, received 3 | 9, 1881, per I. M. R. R., for account of W. A. Moore. Sold June 2, '81. Sale No. 137.

1083, S. O.,	560	1092, G. O.,	485	1114, G. O.,	503		
1076, G. O.,	429	1094, S. L. M.,	480	1108, M.,	487		
1091, S. O.	480	1086, L. M.,	469	1113, S. G. O.,	397		
1101, S. M.,	406	1078, S. G. O.,	413	1118, S. L. M.,	420		
1074, M.,	393	1065, L. M.,	525	1102, "	397		
1096, S. G.O., st.,	465	1067, S. L. M., st.,	457	1104, S. G. O.,	467		
1089, L. M.,	487	1090, "	485	1110, S. M.,	485		
1077, S. G. O.,	483	1097, S. O. S.,	493	1103, S. G. O.,	455		
1075, S. M.,	364	1099, S. L. M.,	466	1105, L. M.,	462		
1088, L. M., st.,	540	1087, S. G. O.,	518				
1073, S. L. M.,	567	1085, S. M.,	507		4,073		
1095, L. M., st.,	471	1098, S. G. O.,	455		10,678		
1079, G. O., st.,	425	1121, L. M.,	453		10,862		
1080, G. O.,	411	1116, S. O.,	483				
1082, S. G. O., st.,	420	1115, S. G. O.,	377		25,613 lbs.		
1070, S. G. O.,	430	1120, M.,	506		@ 9⅛c.		$2,337 19
1068, S. M.,	500	1106, "	413				
1069, L. M., st.,	509	1117, S. G. O., st.,	435				
1071, "	520	1107, S. L. M.,	468	1081 rej., mix.			
1072, S. O.,	499	1119, L. M., st.,	488	1084 " dusty.			
1066, L. M.,	389	1112, S. L. M.,	517				
1093, G. O.,	472	1109, L. M.,	475				
1100, S. L. M.,	458	1111, S. M.,	495				
	10,678						

Charges:

Freight, $4.10 per bale; B. L. charges, $—	225 50	
Repairing		
Weighing, 10 cents per bale	5 50	
Drayage and storage, 40 cents per bale 1st mo.; 50c., 2 m. ex.	49 50	
Rejection and reweighing, — per bale		
Insurance, marine, — per cent. on $— per bale		
" fire, " " 50c. " 3 m.	27 50	
Commission on sale, 2½ per cent.	58 43	
		366 43

Net proceeds to Cr. Mr. W. A. Moore ---------- 1,970 76

St. Louis, 6 | 16, 1881. CHARLES G. PEPER & CO.,
E. & O. E. Per L.

526 EXHIBIT 37.—J. ROBERTSON, *N. P.*

No. 766.—Sales by Charles G. Peper & Co. of 20 bales cotton, received 3 | 12, 1881, per I. M. R. R, for account of W. A. Moore. Sold June 2, '81. Sale No. 137.

W. A. M.	
1154, G. O., st.,	389
1152, "	470
1151, S. G. O., st.,	452
1145, S. G. O.,	447
1144, "	548
1150, S. M.,	411
1149, S. G. O., st.,	473
1159, S. G. O.,	450
1161, L. M.,	488
1164, M.,	473
1160, S. G. O.,	493
1153, G. O., st.,	418
1155, L. M., st.,	415
1148, S. O.,	392
1146, S. G. O.,	523
1147, L. M.,	485
1157, L. M., st.,	425
1163, S. L. M.,	487
1162, S. G. O.,	467
1156, M.,	463
	9,169 @ 9⅛ ---------- 836 67

1158 rej., mix.

Charges:

Freight, $4.10 per bale; B. L. charges, $——	82 00	
Repairing 1 hoop	15	
Weighing, 10 cents per bale	2 00	
Drayage and storage, 40 cents per bale 1st m.; 50c. 2 m. ex.	18 00	
Rejection and weighing, — per bale		
Insurance, marine, — per cent. on $—, per bale		
" fire, " " " 50c. " 3 m.	10 00	
Commission on sale, 2½ per cent.	20 92	
		133 07
Net proceeds to cr. Mr. W. A. Moore		703 60

St. Louis, 6 | 6, 1881.

CHARLES G. PEPER & CO.,

E. & O. E. Per L.

527 EXHIBIT 38.—J. ROBERTSON, *N. P.*

No. 767.—Sales by Charles G. Peper & Co. of 36 bales cotton, received 3 | 14, 1881, per I. M. R. R., for account of W. A. Moore. Sold June 2, '81. Sale No. 137.

1130, M.,	500	No. 1170, G. O., st.,	465
1139, "	495	1172, L. M.,	455
1138, G. O.,	407	1173, S. G. O.,	460
1143, G. M.,	493	1171, M.,	490
1135, S. L. M.,	490	1180, S. G. O.,	447
1137, S. G. O.,	538	1178, "	424
1129, M. F.,	567	1177, G. O.,	405
1136, S. L. M.,	455	1165, S. L. M.,	443
1131, S. G. M.,	500	1168, G. O., st.,	475
1128, S. M.,	473	1169, S. G. O.,	530
1124, S. G. O.,	530	1175, "	539
1127, S. G. M.,	494	1176, G. O., st.,	476
1132, M.,	522	1179, S. O.,	439
1134, S. M.,	483	1174, L. M.	502
1133, S. G. M.,	520		6,550
1141, S. G. O.,	503		
1125, L. M.,	457	Totals:	
1140, M.,	502	10,851	
1142, L. M., stain,	459	6,550	
1126, S. G. O.,	548		
1166, "	468	17,401 @ 9⅛ -----	1,587 84
1167, L. M., st.,	357		
	10,851		

Charges:

Freight, $4.10 per bales; B. L. charges, —— ------	147 60	
Repairing one hoop ----------	15	
Weighing and storage, 40 cents per bale 1st mo.; 50c. 2 m. ex. ----------	32 50	
Rejection and reweighing — per bale ----------		
Insurance, marine, — per cent., on $— per bale--		
" fire, " " " 50 cts. " --	18 00	
Commission on sale, 2½ per cent. ----------	39 69	
		241 44
Net proceeds to cr. Mr. W. A. Moore ----------		1,346 40

St. Louis, 6 | 16, 1881.

CHARLES G. PEPER & CO.,

E. & O. E. Per L.

528 EXHIBIT 39.—J. ROBERTSON, *N. P.*

No. 768.—Sales by Charles G. Peper & Co. of 10 bales of cotton, rec'd 3 | 16, 1881, per I. M. R. R., for account of W. A. Moore. Sold 6 | 2, '81. Sale No. 137.

W. A. M.

1187, S. G. O.,	454
1201, "	482
1202, "	486
1183, L. M.,	402
1181, "	501
1188, G. O.,	417
1184, L. M.,	511
1182, S. G. O.,	520
1185, L. M.,	509
1186, S. L. M.,	433
4,715 @ 9⅛	430 24

Charges:

Freight, $4.10 per bale; B. L. charges, $—	41 00	
Repairing		
Weighing, 10 cents per bale	1 00	
Drayage and storage, 40 cents per bale 1st mo.; 50c., 2 m. ex.	9 00	
Rejection and reweighing, — per bale		
Insurance, marine, — per cent. on $— per bale		
" fire — " 50c. " 3 m.	5 00	
		66 76
Commission on sale to Cr. Mr. W. A. Moore		$363 48

St. Louis, 6 | 16, 1881.

CHARLES G. PEPER & CO.,

E. & O. E. Per L.

529 EXHIBIT 41.—J. ROBERTSON, *N. P.*

No. 769.—Sales by Charles G. Peper & Co. of 19 bales cotton, rec'd 3 | 17, 1881, per I. M. R. R., for account of W. A. Moore. Sold June 2, '81. Sale No. 137.

W. A. M.

1206, S. G. O., st.,	480
1208, "	496
1189, M. F.,	465
1194, L. M.,	487
1207, S. G. O., st.,	460
1191, L. M.,	488
1203, S. G. O., st.,	557
1204, G. O., st.,	488

1198, S. G. O.,	490	
1205, L. M., st.,	500	
1209, S. G. O.,	484	
1211, L. M., st.,	504	
1192, S. G. O.,	460	1195 rej., mix.
1193, S. G. O., st.,	472	1197 "
1190, M.,	425	
1199, S. G. O., st.,	468	
1212, L. M.,	504	
1196, G. O., st.,	533	
1210, L. M., st.,	542	

9,303 @ 9⅛ ---------- 848 90

Charges:

Freight, $4.10 per bale; B. L. charges, —	77 90	
Repairing head, out, 75c.; 1 hoop, 15	90	
Weighing, 10 cents per bale	1 90	
Drayage and storage, 40 cents per bale 1st mo.; 50c., 2 m. ex.	17 10	
Rejection and reweighing, — per bale		
Insurance, marine, — per cent. on $— per bale		
" fire, " " 50c. per 3 m.	9 50	
Commission on sale, 2½ per cent.	21 22	
		128 52
Net proceeds to cr. Mr. W. A. Moore		720 38

St. Louis, 6 | 16, 1881.

CHARLES G. PEPER & CO.

E. & O. E. Per L.

530 EXHIBIT 41.—J. ROBERTSON, *N. P.*

No. 770.—Sales by Charles G. Peper & Co. of 14 bales cotton, rec'd 3 | 21, 1881, per I. M. R. R., for account of W. A. Moore. Sold 6 | 2, 81. Sale No. 137.

W. A. M.

1225, S. L. M.,	467
1223, L. M.,	440
1232, M.,	496
1231, S. L. M.,	535
1227, S. G. O.,	489
1229, L. M. st.,	494
1230, S. M.,	538
1226, L. M.,	533
1225, "	452
1224, "	505
1215, S. O.,	546
1214, M.,	533
1200, "	534
1213, S. G. O.,	416

6,978 @ 9⅛ ---------- 636 74

Charges:		
Freight, $4.10 per bale; B. L. charges, $—	$57 40	
Repairing		
Weighing, 10 cents per bale	1 40	
Drayage and storage, 40 cents per bale 1st mo., 50c., 2 m. ex.	12 60	
Rejection and reweighing, — per bale		
Insurance, marine, — per cent. on $— per bale		
" fire " " " 50c. " " 3 m.	7 00	
Commission on sale, 2½ per cent.	15 92	
		94 32
Net proceeds to credit Mr. W. A. Moore		$542 42

St. Louis, 6 | 6, 1881.

CHARLES G. PEPER & CO.,
Per L.

E. & O. E.

531 EXHIBIT 42—J. ROBERTSON, *N P.*

No. 771.—Sales by Charles G. Peper & Co., of 10 bales cotton, received, 2 | 23, 1881, per I. M. R. R., for account of W. A. Moore. Sold 6 | 2, '81. Sale 137.

W. A. M.	
1123, L. M.,	506
1122, "	494
1240, G. O.,	503
1237, G. O., st.,	481
1233, S. G. O., st.,	465
1235, "	435
1234, G. O.,	585
1236, S. G. O., st.,	493
1238, S. G. O.,	496
1239, S. G. O., st.,	501

4,959 @ 9⅛		452 50
Charges:		
Freight, $4.10 per bale; B. L. charges, $—	41 00	
Repairing		
Weighing, 10 c. per bale	1 00	
Drayage and storage, 40 cents per bale 1st mo.; 50c., 2 mo. ex	9 00	
Rejection and reweighing, — per bale		
Insurance, marine, — per cent. on $— per bale		
" fire, " " 50c., " 3 m.	5 00	
Commission on sale, 2½ per cent.	11 32	
		67 32
Net proceeds to cr. Mr. W. A. Moore		$385 18

St. Louis, 6 | 16, 1881.

CHARLES G. PEPER & CO.,
Per L.

E. & O. E.

532 EXHIBIT 43.—J. ROBERTSON, *N. P.*

No. 771.—Sales by Charles G. Peper & Co. of 3 bales cotton, rec'd 3 | 24, 1881, per I. M. R. R. for account of W. A. Moore. Sold 6 | 2, '81. Sale No. 137.

W. A. M.	
1222, S. G. O., st.,	517
1218, G. O., st.,	466
1220, G. O., st.,	478
	1,461 @ 9⅛ ---------- 133 32
1219, rej., mix.	
1221, " "	

Charges:

Freight, $4.10 per bale; B. L. charges, $—	12 30	
Repairing		
Weighing, 10 cents per bale	30	
Drayage and storage, 40 cents per bale; 1st mo., 50c., 2 m. ex.	2 70	
Rejection and reweighing — per bale		
Insurance, marine — per cent. on $— per bale		
" fire, " on 50c. per bale, 3 m.	1 50	
Commission on sale, 2½ per cent.	3 35	
		20 13
Net proceeds to credit Mr. W. A. Moore		113 19

St. Louis, 6 | 16, 1881.

CHARLES G. PEPER & CO.,

E. & O. E. Per L.

533 EXHIBIT 44.—J. ROBERTSON, *N. P.*

No. 773.—Sales by Charles G. Peper & Co. of 25 bales cotton, received 3 | 30, 1881, per I. M. R. R., for account of W. A. Moore. Sold 6 | 2, '81. Sale No. 137.

W. A. M.	
1244, S. L. M.,	505
1246, L. M.,	455
1243, "	435
1251, S. G. O.,	447
1245, " st.,	510
1241, S. M.,	385
1249, L. M.,	475
1242, S. M.,	509
1247, M.,	427
1248, S. L. M.,	544
1250, "	452
1255, S. O., st.,	570
1259, S. O., st.,	463

1261, S. G. O.,	493
1265, L. M.,	497
1258, G. O., st.,	481
1254, S. O.,	477
1264, S. G. O., st.,	486
1266, G. O., st.,	460
1257, S. G. O.,	540
1263, L. M.,	424
1256, S. M.,	420
1262, G. O.,	433
1260, L. M.,	518
1253, L. M.,	473
11,879 @ 9⅛	1,083 96

1252, rej., mix.

Charges:

Freight, $4.10 per bale; B. L. charges, $—	102 50	
Repairing 1 hoop	15	
Weighing, 10 cents per bale	2 50	
Drayage and storage, 40 cents per bale; 1st mo., 50c., 2 m. ex.	22 50	
Rejection and reweighing, — per bale		
Insurance, marine, — per cent. on $— per bale		
" fire, " on 50c. per bale, 3 m.	12 50	
Commission on sale, 2½ per cent.	27 10	
		167 25
Net proceeds to Cr. Mr. W. A. Moore		916 71

St. Louis, 6 | 16, 1881.

CHARLES G. PEPER & CO.,

E. & O. E. Per L.

534 EXHIBIT 45.—J. ROBERTSON, *N. P.*

No. 774.—Sales by Charles G. Peper & Co. of 11 bales cotton, rec'd 4 | 2, 1881, per I. M. R. R., for account of W. A. Moore. Sold 6 | 2, '81. Sale No. 137.

1217, M.,	501
1216, S. G. O.,	537
1267, G. O.,	480
1268, L. M.,	465
1274, L. M., st.,	413
1272, G. O.,	441
1270, S. O.,	480
1271, S. O., st.,	512
1269, G. O.,	442
1275, G. O.,	412
1273, L. M.,	458
5,141 @ 9⅛	469 12

Charges:

Freight, $4.10 per bale; B. L. charges, $—	45 10	
Repairing		
Weighing, 10 cents per bale	1 10	
Drayage and storage, 40 cents per bale; 1st mo. 25c., 1 m. ex.	7 15	
Rejection and reweighing, — per bale		
Insurance, marine, — per cent. on $— per bale		
" fire, " " 40c. " 2 M.	4 40	
Commissions on sale, 2½ per cent.	11 73	
		69 48
Net proceeds to Cr. Mr. W. A. Moore		399 64

St. Louis, 6 | 16, 1881.

CHARLES G. PEPER & CO.,

E. & O. E. Per L.

535 EXHIBIT 46.—J. ROBERTSON, *N. P.*

No. 775.—Sales by Charles G. Peper & Co. of 6 bales cotton, rec'd 4 | 12, 1881, per I. M. R. R., for account of W. A. Moore. Sold 6 | 2, '81. Sale No. 137.

W. A. M.

1276, G. O., st.,	480
1277, S. G. O.,	503
1280, S. G. O., st.,	497
1282, L. M., st.,	510
1281, S. G. O., st.,	528
1278, S. O., st.,	480
2,998 @ 9⅛	273 57

1279, rej., mix.

Charges:

Freight, $4.10 per bale; B. L. charges, $—	24 60	
Repairing		
Weighing, 10 cents per bale	60	
Drayage and storage, 40 cents per bale; 1st mo. 25c., 1 m. ex.	3 90	
Rejection and reweighing		
Insurance, marine, — per cent. on $— per bale		
" fire, " " 40c. " 2 M.	2 40	
Commission on sale, 2½ per cent.	8 64	
		38 34
Net proceeds to Cr. of W. A. Moore		235 23

St. Louis, 6 | 16, 1881.

CHARLES G. PEPER & CO.,

E. & O. E. Per L.

536 EXHIBIT 47.—J. ROBERTSON, *N. P.*

No. 776.—Sales by Charles G. Peper & Co. of 5 bales cotton, received 4 | 15, 1881, per I. M. R. R., for account of W. A. Moore. Sold 6 | 2, '81. Sale No. 137.

W A. M.

1286, O.,	470
1283, G. O., st.,	313
1288, S. G. O., st.,	458
1284, G. O.,	477
1285, S. G. O., st.,	468
2,186 @ 9⅛	199 47

1287, rej., mix.

Charges:

Freight, $4.10 per bale; B. L. charges, $—	20 50	
Repairing		
Weighing, 10 cents per bale	50	
Drayage and storage, 40 cents per bale 1st mo.; 25c., 1 m. ex.	3 25	
Rejection and reweighing, — per bale		
Insurance, marine, — per cent. on $— per bale		
" fire, " 40c. " 2 m.	2 00	
Commission on sale, 2½ per cent.	4 99	
		31 24
Net proceeds to Cr. Mr. W. A. Moore		$168 23

St. Louis, 6 | 16, 1881.

CHARLES G. PEPER & CO.,

E. & O. E. Per L.

537 EXHIBIT 48.—J. ROBERTSON, *N. P.*

No. 777.—Sales by Charles G. Peper & Co. of 16 bales cotton, rec'd 4 | 19, 1881, per I. M. R. R for account of W. A. Moore. Sold 6 | 2, '81. Sale No. 137.

W. A. M.

1298, L. M.,	418
1300, S. G. O.,	532
1297, "	505
1299, O., st.	503
1304, G. O.,	471
1301, M.,	435
1302, L. M.,	493
1303, "	500
1292, S. G. O.,	430
1294, S. O., st.,	445
1293, G. O.,	531

1295, S. G. O., 513
1290, L. M., st., 476
1296, G. O., st., 486
1291, L. M., 401
1289, S. G. O., st., 442

7,581 @ 9⅛ 691 77

Charges:

Freight, $4.10 per bale; B. L. charges, $—	65 60	
Repairing		
Weighing, 10 cents per bale	1 60	
Drayage and storage, 40 cents per month 1st mo.; 25c., m. ex.	10 40	
Rejection and reweighing, — per bale		
Insurance, marine, — per cent. on $— per bale		
" fire, " 40c. " 2 m.	6 40	
Commission on sale, 2½ per cent.	17 29	
		101 29

Net proceeds to credit Mr. W. A. Moore $590 48

St. Louis, 6 | 16, 1881.

CHARLES G. PEPER & CO.,
Per L.

E. & O. E.

538 EXHIBIT 49.—J. ROBERTSON, *N. P.*

No. 778.—Sales by Charles G. Peper & Co. of 6 bales cotton, rec'd 4 | 23, 1881, per I. M. R. R., for account of W. A. Moore. Sold 6 | 2, '81. Sale No. 137.

W. A. M.

1310, M., 550
1313, L. M., 435
1312, " 463
1315, L. M., st., 321
1314, M., 453
1311, S. L. M., 567

2,789 @ 9⅛ 254 49

Charges:

Freight, $4.10 per bale; B. L. charges, $—	24 60	
Repairing		
Weighing, 10 cents per bale	60	
Drayage and storage, 40 cents per bale 1st mo.; 25c., 1 m. ex.	3 90	
Rejection and reweighing		
Insurance, marine, — per cent. on $— per bale		
" fire, " " 40c. " 2 m.	2 40	

Commission on sale, 2½ per cent. ---------- 6 36

37 86

Net proceeds to Cr. Mr. W. A. Moore ---------- $216 63

St. Louis, 6 | 16, 1881.

CHARLES G. PEPER & CO.,

E. & O. E. Per L.

539 EXHIBIT 50.—J. ROBERTSON, *N. P.*

No. 779.—Sales by Charles G. Peper & Co. of 5 bales cotton, rec'd 4 | 25, 1881, per I. M. R. R., for account of W. A. Moore. Sold 6 | 2, '81. Sale No. 137.

W. A. M.
1306, S. L. M., 503
1309, L. M., 611
1307, S. L. M., st., 557
1305, L. M., 452
1308, L. M., 490

2,613 @ 9⅛ ---------- 238 44

Charges:

Freight, $4.10 per bale; B. L. charges, $— ---------- 20 50
Repairing 1 hoop ---------- 15
Weighing, 10 cents per bale ---------- 50
Drayage and storage, 40 cents per bale 1st mo.; 25c., 1 m. ex. ---------- 3 25
Rejection and reweighing, — per bale ----------
Insurance, marine, — per cent. on $— per bale ---
" fire, " " 40c. " 2 m. 2 00
Commission on sale, 2½ per cent. ---------- 3 96

32 36

Net proceeds to Cr. Mr. W. A. Moore ---------- $206 08

St. Louis, 6 | 16, 1881.

CHARLES G PEPER & CO.,

E. & O. E. Per L.

540 EXHIBIT 51.—J. ROBERTSON, *N. P.*

No. 780.—Sale by Charles G. Peper & Co. of 3 bales cotton, received 4 | 26, 1881, per I. M. R. R., for account of W. A. Moore. Sold 6 | 2, '81. Sale 137.

W. A. M.
1317, G. O., st, 422
1316, L. M., st., 494
1318, L. M., 418

1,334 @ 9⅛ ---------- 121 73

Charges:

Freight, $4.10 per bale; B. L. charges, $—	12 30	
Repairing 1 hoop	15	
Weighing, 10 cents per bale	30	
Drayage and storage, 40 cents per mo. 1st mo.; 25c. 1 m. ex.	1 95	
Rejection and reweighing, — per bale		
Insurance, marine, — per cent. on $— per bale		
" fire, " " " 40c. " 2 m.	1 20	
Commission on sale, 2½ per cent.	3 06	
		18 96
Net proceeds to cr. Mr. W. A. Moore $		102 77

St. Louis, 6 | 16, 1881.

CHARLES G. PEPER, & CO.,

E. & O. E. Per L.

541 EXHIBIT 52.—J. ROBERTSON, *N. P.*

No. 781.—Sales by Charles G. Peper & Co. of 7 bales cotton, rec'd 5 | 2, 1881, per I. M. R. R., for account of W. A. Moore. Sold 6 | 12, '81. Sale No 137.

W. A. M.	
1322, L. M.,	487
1320, G. O.,	443
1324, S. G. O.,	393
1319, "	490
1325, S. G. O., st.	394
1323, L. M., st.,	433
1321, G. O.,	426
3,066 @ 9⅛	279 77

Charges:

Freight, $4.10 per bale; B. L. charges, $—	28 70	
Repairing		
Weighing, 10 cents per bale	70	
Drayage and storage, 40 cents per bale 1st m.; 25c. 1 m. ex.	4 55	
Rejection and reweighing, — per bale		
Insurance, marine, — per cent. on $— per bale		
" fire, " " 40c. " 2 m.	2 80	
Commission on sale, 2½ per cent.	6 99	
		43 74
Net proceeds to cr. Mr. W. A. Moore		236 03

St. Louis, 6 | 16, 1881.

CHARLES G. PEPER & CO.,

E. & O. E. Per L.

542 EXHIBIT 53.—J. ROBERTSON, *N. P.*

No. 782.—Sales by Charles G. Peper & Co. of 1 bale cotton, rec'd 5 | 4, 1881, per I. M. R. R., for account of W. A. Moore. Sold 6 | 2, '81. Sale No. 137.

W. A. M.
1328, S. G. O., st., 572 @ 9⅛ ---------- 52 19
1327, damaged.
1326, same.

Charges:

Freight, $— per bale; B. L. charges, —	4 10	
Repairing		
Weighing, 10 cents per bale	10	
Drayage and storage, 40 cents per bale	40	
Rejection and reweighing, — per bale		
Insurance, marine, — per cent. on $— per bale		
" fire, " " "	25	
Commission on sale, 2½ per cent.	1 30	
		6 15
Net proceeds to cr. Mr. W. A. Moore		$46 04

St. Louis, 6 | 16, 1881.

CHARLES G. PEPER & CO.,
E. & O. E. Per L.

EXHIBIT 54.—J. ROBERTSON, *N. P.*

No. 783.—Sales by Charles G. Peper & Co. of 5 bales cotton, received 5 | 9, 1881, per I. M. R. R., for account of W. A. Moore. Sold 6 | 2, '81. Sale No. 137.

W. A. M.
1329, L. M., st., 428
1331, G. O., 486
1330, L. M., 473
1334, G. O., st., 461
1333, S. G. O., st., 464

2,312 @ 9⅛ ---------- 210 97

Charges:

Freight, $4.10 per bale; B. L. charges, $—	20 50	
Repairing		
Weighing, 10 cents per bale		
Drayage and storage, 40 cents per bale	2 00	
Insurance, marine, — per cent. on $— per bale		
" fire, " " 25 "	1 25	

Commission on sale, 2½ per cent. 5 27

29 52

Net proceeds to cr. Mr. W. A. Moore 181 45

St. Louis, 6 | 16, 1881.

CHARLES G. PEPER & CO.,

E. & O. E. Per L.

543 EXHIBIT 55.—J. ROBERTSON, *N. P.*

No. 784.—Sales by Charles G. Peper & Co. of 8 bales cotton, rec'd 5 | 14, 1881, per I. M. R. R., for account of W. A. Moore. Sold 6 | 2, '81. Sale No. 137.

W. A. M.
1332, S. L. M., 508
1338, S. O., 452
1339, O., 493
1337, L. M., 457
1336, G. O., 463
1335, G. O., 404
1341, " 447
1340, S. O., 483

3,707 @ 9⅛ 338 26

1343, rej., mix.
1342 " "

Charges:

Freight, $4.10 per bale; B. L. charges, $—	32 80	
Repairing, head out 7	75	
Weighing, 10 cents per bale	80	
Drayage and storage, 40 cents per bale	3 20	
Rejection and reweighing		
Insurance, marine, — per cent. on $— per bale ...		
" fire, " " 25 " ...	2 00	
Commission on sale, 2½ per cent.	8 46	
		48 01

Net proceeds to cr. Mr. W. A. Moore $290 25

St. Louis, 6 | 16, 1881.

CHARLES G. PEPER & CO.,

E. & O. E. Per L.

544 EXHIBIT 56.—J. ROBERTSON, *N. P.*

No. 785.—Sales by Charles G. Peper & Co. of 4 bales cotton, received 5 | 23, 1881, per I. M. R. R., for account of W. A. Moore. Sold 6 | 2, '81. Sale No. 137.

W. A. M.
1348, S. L. M., 353

1346, O., 646
1337, G. O., st., 493
1345, S. G. O., 514

1,986 @ 9⅛ 181 22

Charges:

Freight, $4.10 per bale; B. L. charges, $——	$16 40	
Repairing		
Weighing, 10 cents per bale	40	
Drayage and storage, 40 cents per bale	1 60	
Rejection and reweighing, — per bale		
Insurance, marine, — per cent. on $— per bale		
" fire, " " 25 "	1 00	
Commission on sale, 2½ per cent	4 53	
		23 93
Net proceeds to cr. Mr. W. A. Moore		157 29

St. Louis, 6 | 16, 1881.

CHARLES G. PEPER & CO.,
E. & O. E. Per L.

545 EXHIBIT 57.—J. ROBERTSON, *N. P.*

No. 786.—Sales by Charles G. Peper & Co. of 1 bale cotton, rej., rec'd 12 | 21, 1880, per I. M. R. R., for account of W. A. Moore. Sold 6 | 15, ——. Sale No. 141.

W. A. M.
378, mix, 451 @ 9 ..... 40 59

Charges:

Freight, $4.10 per bale; B. L. charges, $——	4 10	
Repairing		
Weighing, 10 cents per bale	10	
Drayage and storage, 40 cents per bale 1st. mo.; 1.25, 5 m ex	1 65	
Rejection and reweighing, — per bale	25	
Insurance, marine, — per cent. on $— per bale		
" fire, " " " 6 m.	80	
Commission on sale, 2½ per cent	1 01	
		7 91
Net proceeds to cr. Mr. W. A. Moore		32 68

St. Louis, 6 | 16, 1881.

CHARLES G. PEPER & CO.,
E. & O. E. Per L.

EXHIBIT 58.—J. ROBERTSON, *N. P.*

No. 787.—Sales by Charles G. Peper & Co. of 2 bales cotton, rej., rec'd 12 | 23, 1880, per I. M. R. R., for account of W. A. Moore. Sold 6 | 15, ——. Sale No. 141.

W. A. M.

377, seedy,	433 @ 9	38 97	
379, mix & D.,	448 @ 9	40 32	
			79 29

Charges:

Freight, $4 10 per bale; B. L. charges, $——	8 20	
Repairing		
Weighing, 10 cents per bale	20	
Drayage and storage, 40 cents per bale 1st mo.; 1.25, 5 m. ex.	3 30	
Rejection and reweighing, 25c. per bale	50	
Insurance, marine, — per cent. on $ — per bale		
" fire, " " 80 " 6 m.	1 60	
Commission on sale, 2½ per cent.	1 98	
		15 78
Net proceeds to cr. Mr. W. A. Moore		$63 51

St. Louis, 6 | 16, 1881.

CHARLES G. PEPER & CO.,

E. & O. E. Per L.

546 EXHIBIT 59.—J. ROBERTSON, *N. P.*

No. 788.—Sales by Charles G. Peper & Co. of 2 bales cotton, rej., rec. 12 | 24, 1880, per I. M. R. R., for account of W. A. Moore. Sold 6 | 15, ——. Sale 141.

W. A. M.
443, seedy, 542
404, dusty, 517

1,059 @ 9 ---------- $93 31

Charges:

Freight, $4.10 per bale; B. L. charges, $—	8 20	
Repairing		
Weighing, 10 cents per bale	20	
Drayage and storage, 40 cents per bale 1st mo.; $1.25, 5 m. ex.	3 30	
Rejection and reweighing, 25 cents per bale	50	
Insurance, marine, — per cent. on $—, per bale		
" fire, " " 80 " 6 m.	1 60	

Commission on sale, 2½ per cent.	2 38	
		16 18
Net proceeds to cr. Mr. W. A. Moore		$79 13

St. Louis, 6 | 16, 1881.

CHARLES G. PEPER & CO.,
E. & O. E. Per L.

EXHIBIT 60.—J. ROBERTSON, *N. P.*

No. 789.—Sales by Charles G. Peper & Co. of 3 bales cotton, rej., rec'd 12 | 28, 1880, per I. M. R. R., for account of W. A. Moore. Sold 6 | 15, ——. Sale No. 141.

W. A. M.
503, mix., 412
471, " 411
479, " 527

1,350 @ 9c. ---------- 121 50

Charges:

Freight, $4.10 per bale; B. L. charges, $—	12 30	
Repairing		
Weighing, 10 cents per bale	30	
Drayage and storage, 40 cents per bale 1st mo.; $1.25, 5 m. ex.	4 95	
Rejection and reweighing, 25 cents per bale	75	
Insurance, marine, — per cent. on $—, per bale		
" fire, " " " 80c., 6 m.	2 40	
Commission on sale, 2½ per cent.	3 04	
		23 74
Net proceeds to cr. Mr. W. A. Moore		$97 76

St. Louis, 6 | 16, 1881.

CHARLES G. PEPER & CO.,
E. & O. E. Per L.

547 EXHIBIT 61.—J. ROBERTSON, *N. P.*

No. 790.—Sales by Charles G. Peper & Co. of 1 bale cotton rej., rec'd 1 | 3, 1881, per I. M. R. R., for account of W. A. Moore. Sold 6 | 15. Sale No. 141.

W. A. M.
550, mix., 387 @ 9 ---------- 34 83

Charges:

Freight, $— per bale; B. L. charges, $—	4 10	
Repairing		
Weighing, 10 cents per bale	10	

Drayage and storage, 40 cents per bale 1st m.; $1.25, 5 m. ex.	1 65	
Rejection and reweighing, per bale	25	
Insurance, marine, — per cent. on $— per bale		
" fire, " " " 80 c., " 6 m.	80	
Commission on sale, 2½ per cent	87	
		7 77
Net proceeds to cr. Mr. W. A. Moore		27 06

St. Louis, 6 | 16, 1881.

CHARLES G. PEPER & CO.,

E. & O. E. Per L.

EXHIBIT 62.—J. ROBERTSON, *N. P.*

No. 791.—Sales by Charles G. Peper & Co. of 6 bales cotton rej., rec'd 1 | 13, 1881, per I. M. R. R., for account of W. A. Moore. Sold 6 | 15. Sale No. 141.

W. A. M.
613, mix., 493
614, dusty, 637
612, " 530
617, " 524
626, mix., 490
625, dusty, 354

3,028 @ 9c. 272 52

Charges:

Freight, $4.10 per bale; B. L. charges, $—	24 60	
Repairing		
Weighing, 10 cents per bale	60	
Drayage and storage, 40 cents per bale 1st m.; $1.25, 5 m. ex.	6 90	
Rejection and reweighing, 25 cents per bale	1 50	
Insurance, marine, — per cent. on $— per bale		
" fire, " " " 80 c. " 6 m	4 80	
Commission on sale, 2½ per cent	6 82	
		45 22
Net proceeds to cr. Mr. W. A. Moore		$227 30

St. Louis, 6 | 16, 1881.

CHARLES G. PEPER & CO.,

E. & O. E. Per L.

548 EXHIBIT 63.—J. ROBERTSON, *N. P.*

No. 792.—Sales by Charles G. Peper & Co. of 2 bales cotton rej., received 1 | 24, 1881, per I. M. R. R., for account of W. A. Moore. Sold 6 | 15. Sale 115.

W. A. M.:
630, seedy, 447
627, " 526

973 @ 9 ..... 87 57

Charges:

Freight, $4.10 per bale; B. L. charges, $—	8 20	
Repairing		
Weighing, 10 cents per bale	20	
Drayage and storage, 40 cents per bale 1st mo.; $1.00, 4 m. ex.	2 80	
Rejection and reweighing, 25c. per bale	50	
Insurance, marine, — per cent. on $—, per bale		
" fire, " " 70c. " 5 m.,	1 40	
Commission on sale, 2½ per cent.	2 19	
		15 29
Net proceeds to cr. Mr. W. A. Moore		72 28

St. Louis, 6 | 16, 1881.

E & O. E. CHARLEL G. PEPER & CO.,
Per L.

EXHIBIT 64.—J. ROBERTSON, *N. P.*

No. 793.—Sales by Charles G. Peper & Co. of 5 bales cotton rej., rec'd 1 | 29, 1881, per I. M. R. R., for account of W. A. Moore. Sold 6 | 15. Sale No. 141.

W. A. M.
714, mix., & st., 412
727, " & d., 429
725, " 583
722, " 400
728, " & D., 427

2,251 @ 9c. 202 59

Charges:

Freight, $4.10 per bale; B. L. charges, $—	20 50	
Repairing		
Weighing, 10 cents per bale	50	
Drayage and storage, 40 cents per bale 1st m.; $1.00, 4 m. ex.	7 00	
Rejections and reweighing, 25c. per bale	1 25	

Insurance, marine, — per cent. on $— per bale		
fire, " " 70c. "	3 50	
Commission on sale, at 2½ per cent.	5 06	
		37 81
Net proceeds to cr. Mr. W. A. Moore		164 78

St. Louis, 6 | 16, 1881.

CHARLES G. PEPER & CO.,

E. & O. E. Per L.

549 EXHIBIT 65.—J. ROBERTSON, *N. P.*

No. 794.—Sales by Charles G. Peper & Co. of 31 bales cotton, rej., rec'd 2 | 1, 1881, per I. M. R. R., for account of W. A. Moore. Sold 6 | 15. Sale No. 141.

W. A. M.
766, seedy, 529
741, mix., 463
— 492 @ 9c. 89 28
749, plated, 392 @ 9c. 35 28
124 56

Charges:

Freight, $4.10 per bale; B. L. charges $—	12 30	
Repairing		
Weighing, 10 cents per bale	30	
Drayage and storage, 40 cents per bale 1st mo.; $1.00, 4 m. ex.	4 20	
Rejection and re-weighing, 25c. per bale	75	
Insurance, marine, — per cent. on $— per bale		
" fire, — " " 70c. " 5 m.	2 10	
Commission on sale, 2½ per cent.	3 11	
		22 76
Net proceeds to cr. Mr. W. A. Moore		$101 80

St. Louis, 6 | 16, 1881.

CHARLES G. PEPER & CO.,

E. & O. E. Per L.

EXHIBIT 66.—J. ROBERTSON, *N. P.*

No. 795—Sales by Charles G. Peper & Co. of 2 bales cotton, rej., rec'd 2 | 7, 1881, per I. M. R. R., for account of W. A. Moore. Sold 6 | 15, 1881. Sale No. 141.

W. A. M.
797, mix. & d., 523
809, " 469
992 @ 9c. 89 26

Charges:

Freight, $4.10 per bale; B. L. charges, $—	8 20	
Repairing		
Weighing, 10 cents per bale; 1st mo.; $1.00 4 m. ex	2 80	
Rejection and reweighing, 25c. per bale	50	
Insurance, marine, — per cent on $— per bale		
" fire, " 70c. "	1 40	
		15 33
Net proceeds to cr. Mr. W. A. Moore		$73 95

St. Louis, 6 | 16, 1881.

CHARLES G. PEPER & CO.,

E. & O. E. Per L.

550 EXHIBIT 67.—J. ROBERTSON, *N. P.*

No. 796.—Sales by Charles G. Peper & Co. of 1 bale cotton rej., rec'd 2 | 8, 1881, per I. M. R. R., for account of W. A. Moore. Sold 6 | 15, '81. Sale No. 141.

W. A. M., 707, mix., 440 @ 9 ---------- 39 60

Charges:

Freight, $— per bale; B. L. charges, —	4 70	
Weighing, 10 cents per bale	10	
Repairing		
Drayage and storage, 40 cents per bale 1st mo.; $1.00, 4 m. ex	1 40	
Rejection and reweighing, 25c. per bale	50	
Insurance, marine, — per cent. on $— per bale		
" fire, " " 70c. " 5 m.	70	
Commission on sale, 2½ per cent	99	
		7 55
Net proceeds to cr. Mr. W. A. Moore		$32 06

St. Louis, 6 | 16, 1881.

CHARLES G. PEPER & CO.,

E. & O. E. Per L.

EXHIBIT 68.—J. ROBERTSON, *N. P.*

No. 797.—Sales by Charles G. Peper & Co. of one bale cotton rej., rec'd 2 | 10, 1881, per I. M. R. R, for account of W. A. Moore. Sold 6 | 15, '81. Sale No. 141.

W. A. M., dusty.
822, 523 @ 9 ---------- 47 07

Charges:

Freight, $—, per bale; B. L. charges, $—	4 10	
Repairing		
Weighing, 10 cents per bale	10	

Drayage and storage, 40 cents per bale 1st; $1.00, 4 m. ex	1 40	
Rejection and reweighing, — per bale	25	
Insurance marine, — per cent. on $— per bale		
" fire " " " " 70c. 5 m	70	
Commmissions on sale, 2½ per cent	1 18	
		7 73
Net proceeds to cr. Mr. W. A. Moore		$39 34

St. Louis, 6 | 16, 1881.

CHARLES G. PEPER & CO.,

E. & O. E. Per L.

551 EXHIBIT 69.—J. ROBERTSON, *N. P.*

No. 798.—Sales by Charles G. Peper & Co., of 3 bales of cotton rej., rec'd 2 | 15, 1881, per I. M. R. R., for account of W. A. Moore. Sold 6 | 15. Sale No. ——.

W. A. M.
870, mix., 414
831, " 473
844, " 453

1,340 @ 9		120 60
Charges:		
Freight, $4.10 per B. L.; B. L. charges, $—	12 30	
Repairing		
Weighing, 10 cents per bale	30	
Drayage and storage, 40 cents per bale 1st mo.; 75c. 3 m. ex.	3 45	
Rejection and reweighing, 25c. per bale	75	
Insurance, marine, — per cent. on $— per bale		
" fire " " " 60c. " 4 m.	1 80	
Commission on sale, 2½ per cent	3 02	
		21 62
Net proceeds to cr. Mr. W. A. Moore		98 98

St. Louis, 6 | 16, 1881.

CHARLES G. PEPER & CO.,

E & O. E. Per L.

EXHIBIT 70.—J. ROBERTSON.

No. 799.—Sales by Charles G. Peper & Co. of 2 bales of cotton, received 2 | 18, 1881, per I. M. R. R., for account of W. A. Moore. Sold 6 | 5. Sale No. 141.

W. A. M.
906, mix., 477 @
457, " 457 @ 9 84 06 84 06

Charges:

Freight, $4.10 per bale; B. L. charges,—	8 20	8 20
Repairing		
Weighing, 10 cents per bale	20	20
Drayage, storage, 40 cents per bale 1st mo.; 75 cts., 3 m. ex.	2 30	2 30
Rejection and reweighing, 25c. per bale	50	
Insurance, marine, — per cent. on $— per bale		
" fire, " " 60c. " 4 m.	1 20	
Commissions on sale, 2½ per cent.	2 10	
		14 50
Net proceeds to cr. W. A. Moore		69 56

St. Louis, 6 | 16, 1881.

CHARLES G. PEPER & CO.,
Per L.

E. & O. E.

552 EXHIBIT 71.—J. ROBERTSON, *N. P.*

No. 800.—Sales by Charles G. Peper & Co. of 3 bales of cotton rej., rec'd 2 | 19, 1881, per I. M. R. R., for account of W. A. Moore. Sold 6 | 15 | 81. Sale No. 141.

W. A. M.
935, mix., 530
945, " 490
934, " 482

1,502 @ 9c 135 18

Charges:

Freight, $4.10 per bale; B. L. charges, $—	12 30	
Repairing		
Weighing, 10 cents per bale	30	
Drayage and storage, 40 cents per bale 1st mo.; 75c., 3 m. ex.	3 45	
Rejection and reweighing, 25c. per bale	75	
Insurance, marine, — per cent. on $— per bale		
" fire, " " 60c. " " 4 m.	1 80	
Commission on sale, 2½ per cent.	3 38	
		21 98
Net proceeds to cr. Mr. W. A. Moore		$113 20

St. Louis, 6 | 16, 1881.

CHARLES G. PEPER & CO.,
Per L.

E. & O. E.

EXHIBIT 72.—J. ROBERTSON, *N. P.*

No. 801.—Sales by Charles G. Peper & Co. of 1 bale cotton rej., received 2 | 22, 1881, per I. M. R. R., for account of W. A. Moore. Sold 6 | 15, '81. Sale No. 141.

W. A. M.
771, mix., 462 @ 9 ..... 41 58

Charges:

Freight, $— per bale; B. L. charges, $—	4 10	
Repairing		
Weighing, 10 cents per bale	10	
Drayage and storage, 40 cents per bale 1st mo.; 75c., 3 m. ex.	1 15	
Rejection and reweighing, — per bale	25	
Insurance, marine, — per cent. on $— per bale		
" fire, " " " 60 " " 4 m.	60	
Commission on sale, 2½ per cent.	1 04	
		7 24
Net proceeds to cr. Mr. W. A. Moore		$34 34

St. Louis, 6 | 16, 1881.

CHARLES G. PEPER & CO.,
E. & O. E. Per L.

553 EXHIBIT 73.—J. ROBERTSON, *N. P.*

No. 802.—Sales by Charles G. Peper & Co. of 2 bales cotton rej., received 3 | 1, 1881, per I. M. R. R., for account of W. A. Moore. Sold 6 | 15, '81. Sale No. 141.

W. A. M.
1019, G. O., mix. & d., 489
1029, dusty, 450

939 @ 9c. 84 51

Charges:

Freight, $4.10 per bale; B. L. charges, $—	8 20	
Repairing		
Weighing, 10 cents per bale	20	
Drayage and storage, 40 cents per bale 1st mo.; 75c., 3 m. ex.	2 30	
Rejection and reweighing, 25c. per bale	50	
Insurance, marine, — per cent. on $— per bale		
" fire, " " " 60c. " " 4 m.	1 20	
Commission on sale, 2½ per cent.	2 11	
		14 51
Net proceeds to cr. Mr. W. A. Moore		70 0[illegible]

St. Louis, 6 | 17, 1881.

CHARLES G. PEPER & CO.,
E. & O. E. Per L.

EXHIBIT 74.—J. ROBERTSON, *N. P.*

No. 803.—Sales by Charles G. Peper & Co. of one (1) bale cotton, received 3 | 2, 1881, per I. M. R. R., for account of W. A. Moore. Sold 6 | 15, '81. Sale No. 141.

W. A. M.
1041, mix., 542 @ 9 ..... 48 78

Charges:

Freight, $— per bale; B. L. charges, —	4 10	
Repairing		
Weighing, 10 cents per bale	10	
Drayage and storage, 40 cents per bale 1st mo.; 75c., 3 m. ex.	1 15	
Rejection and reweighing, — per bale	25	
Insurance, marine, — per cent. on $— per bale		
" fire, " " " 60c. " " 4 m.	60	
Commission on sale, 2½	1 22	
		7 42
Net proceeds to cr. Mr. W. A. Moore		$41 36

St. Louis, 6 | 16, 1881.

CHARLES G. PEPER & CO.,
Per L.

E. & O. E.

554 EXHIBIT 75.—J. ROBERTSON, *N. P.*

No. 804.—Sales by Charles G. Peper & Co. of 2 bales cotton, rej., rec'd 3 | 4, 1881, per I. M. R. R., for account of W. A. Moore. Sold 6 | 15, '81. Sale No. 141.

W. A. M.
1048, mix., 512
1050, " 602
— 1,114 @ 9 ..... 100 26

Charges:

Freight, $4.10 per bale; B. L. charges, $—	8 20	
Repairing		
Weighing, 10 cents per bale	20	
Drayage and storage, 40 cents per bale 1st m.; 75c., 3 m. ex.	2 30	
Rejection and reweighing, 25c. per bale	50	
Insurance, marine, — per cent. on $— per bale		
" fire, " " " 60 " 4 m.	1 20	
Commission on sale, 2½ per cent.	2 50	
		14 91
Net proceeds to credit Mr. W. A. Moore		85 35

St. Louis, 6 | 16, 1881.

CHARLES G. PEPER & CO.,
Per L.

E. & O. E.

EXHIBIT 76.—J. ROBERTSON, *N. P.*

No. 805.—Sales by Charles G. Peper & Co. of 2 bales cotton, rej., rec'd 3 | 9, 1881, per I. M. R. R., for account of W. A. Moore. Sold 6 | 15, —— Sale No. 141.

W. A. M.
1081, mix., 437
1084, dusty, 563
—— 1,000 @ 9c. 90 00

Charges:

Freight, $— per bale; B. L. charges, $—	4 10	
Repairing		
Weighing, 10 cents per bale	20	
Drayage and storage, 40 cents per bale 1st mo.; 75c., 3 m. ex.	2 30	
Rejection and reweighing, 25c. per bale	50	
Insurance, marine, — per cent. on $— per bale		
" fire, " " 60c. " 4 m.	1 20	
Commission on sale, 2½ per cent.	2 25	
	——	14 65
Net proceeds to cr. Mr. W. A. Moore		$75 35

St. Louis, 6 | 16, 1881.

CHARLES G. PEPER & CO.,
E. & O. E. Per L.

555 EXHIBIT 77.—J. ROBERTSON, *N. P.*

No. 806.—Sales by Charles G. Peper & Co. of 1 bale cotton, rej., received 3 | 12, 1881, per I. M. R. R., for account of W. A. Moore. Sold 6 | 15, 1881. Sale No. 141.

W. A. M.
1,158, mix., 394 @ 9 ..... 35 46

Charges:

Freight, $— per bale; B. L. charges, $—	4 10	
Repairing		
Weighing, 10 cents per bale	10	
Drayage and storage, 40 cents per bale 1st m.; 75c., 3 m. ex.	1 15	
Rejection and reweighing, per bale	25	
Insurance, marine, — per cent. on $—, per bale		
" fire, " 60c. " 4 m.	60	
Commission on sale, 2½ per cent.	89	
	——	7 09
Net proceeds to cr. Mr. W. A. Moore		$28 37

St. Louis, 6 | 16, 1881.

CHARLES G. PEPER & CO.,
E. & O. E. Per L.

EXHIBIT 78.—J. ROBERTSON, *N. P.*

No. 807.—Sales by Charles G. Peper & Co. of 2 bales cotton, rej., rec'd 3 | 17, 1881, per I. M. R. R., for account of W. A. Moore. Sold 6 | 15, '81. Sale No. 141.

W. A. M.
1,195, mix., 558
1,197, " 502
—— 1,060 @ 9c. 95 40

Charges:

Freight, $4.10 per bale; B. L. charges, $—	8 20	
Repairing		
Weighing, 10 cents per bale	20	
Drayage and storage, 40 cents per bale 1st mo.; 50c., 2 m. ex.	1 80	
Rejection and reweighing, 25c. per bale	50	
Insurance, marine, — per cent. on $— per bale		
" fire, " " 50c. " 3 m.	1 00	
Commission on sale, 2½ per cent.	2 39	
		14 09
Net proceeds to cr. Mr. W. A. Moore		$81 31

St. Louis, 6 | 16, 1881.

CHARLES G. PEPER & CO.,
E. & O. E. Per L.

556 EXHIBIT 79.—J. ROBERTSON, *N. P.*

No. 808.—Sales by Charles G. Peper & Co. of 2 bales of cotton, rej., rec'd 3 | 24, 1881, per I. M. R. R., for account of W. A. Moore. Sold 6 | 15, 1881. Sale No. 141.

W. A. M.
1219, mix., 540
1221, " 495
—— 1,035 @ 9c. 93 15

Charges:

Freight, $4.10 per bale; B. L. charges, $—	8 20	
Repairing		
Weighing, 10 cents per bale	20	
Drayage and storage, 40 cents per bale 1st. mo.; 50c., 2 m. ex.	1 80	
Rejection and reweighing, 25c. per bale	50	
Insurance, marine, — per cent. on $— per bale		
" fire, " " 50 " 3 m.	1 00	
Commission on sale, 2½ per cent.	2 33	
		14 03
Net proceeds to cr. Mr. W. A. Moore		$79 12

St. Louis, 6 | 16, 1881. CHARLES G. PEPER & CO.,
E. & O. E. Per L.

EXHIBIT 80.—J. ROBERTSON, *N. P.*

No. 809.—Sales by Charles G. Peper & Co. of 1 bale cotton, rej., rec'd 3 | 30, 1881, per I. M. R. R., for account of W. A. Moore. Sold 6 | 15, '81. Sale No. 141.

W. A. M.

1232, mix., 504 @ 9		45 36
Charges:		
Freight, $— per bale; B. L. charges, —	4 10	
Repairing		
Weighing, 10 cents per bale	10	
Drayage and storage, 40 cents per bale 1st mo.; 50c., 2 m. ex.	90	
Rejection and reweighing, — per bale	25	
Insurance, marine, — per cent. on $— per bale		
" fire, " " " 50c. " " 3 m.	50	
Commission on sale, 2½ per cent.	1 14	
		6 99
Net proceeds to cr. Mr. W. A. Moore		$38.37

St. Louis, 6 | 16, 1881.

E. & O. E.

CHARLES G. PEPER & CO.,
Per L.

557 EXHIBIT 81.—J. ROBERTSON, *N. P.*

No. 810.—Sales by Charles G. Peper & Co. of 1 bale cotton, rec'd 4 | 12, 1881, per I. M. R. R., for account of W. A. Moore. Sold 6 | 15, '81. Sale No. 141.

W. A. M.

1279, mix., 430 @ 9		38 70
Charges:		
Freight, $4.10 per bale; B. L. charges, —	4 10	
Repairing		
Weighing, 10 cents per bale	10	
Drayage and storage, 40 cents per bale 1st mo.; 50c., 2 m. ex.	90	
Rejection and reweighing, per bale	25	
Insurance, marine, — per cent. on $— per bale		
" fire, " " " 50c. " 3 m.	50	
Commission on sale, 2½ per cent.	97	
		6 82
Net proceeds to cr. Mr. W. A. Moore		31 88

St. Louis, 6 | 16, 1881.

E. & O. E.

CHARLES G. PEPER & CO.,
Per L.

EXHIBIT 82.—J. ROBERTSON, *N. P.*

No. 811.—Sales by Charles G. Peper & Co. of 1 bale cotton, rej., rec'd 4 | 15, 1881, per I. M. R. R., for account of W. A. Moore. Sold 6 | 15, '81. Sale No. —.

W. A. M.
1287, mix., 443 @ 9c. 39 87

Charges:

Freight, $— per bale; B. L. charges, $—	4 10	
Repairing		
Weighing, 10 cents per bale	10	
Drayage and storage, 40 cents per bale 1st mo.; 25c., 1 m. ex	65	
Rejection and reweighing, — per bale	25	
Insurance, marine, — per cent. on $— per bale		
" fire, " " 40c. " 2 m.	40	
Commission on sale, 2½ per cent.	99	
		6 49
Net proceeds to cr. Mr. W. A. Moore		$33 38

St. Louis, 6 | 16, 1881.

CHARLES G. PEPER & CO.,
Per L.

E. & O. E.

558 EXHIBIT 83.—J. ROBERTSON.

No. 812.—Sales by Charles G. Peper of 2 bales cotton, rej., rec'd 5 | 4, 1881, per I. M. R. R., for account of W. A. Moore. Sold 6 | 15, '81. Sale No. 141.

W. A. M.
1327, damaged, 338
1326, " 345

683 @ 9c. 61 47
1327, Pickings, 137 @ 2 ..... 2 74
1326, " 137 @ 2 ..... 2 74
66 95

Charges:

Freight, $4.10 per bale; B. L. charges, $—	8 20	
Repairing, picking bills 2 @ 2.20	4 40	
Weighing, 10 cents per bale	20	
Drayage and storage, 40 cents per bale 1st mo.; 25c., 1 m. ex	1 30	
Rejection and reweighing, 25c. per bale	50	
Insurance, marine, — per cent. on $— per bale		
" fire, " " 40c. " 2 m.	80	

Commission on sale, 2½ per cent.	1 67	
		17 07
Net proceeds to cr. Mr. W. A. Moore		$49 88

St. Louis, 6 | 16, 1881.

CHARLES G. PEPER & CO.,
E. & O. E. Per L.

ST. LOUIS, Mo., *June* 15, 1881.

We certify that we overhauled and repaired bale of cotton No. 34854, W. A. M., 1327, from Peper Compress Co., for account Mess. C. G. Peper & Co., and found some very badly damaged by water.
Weights—When received, 475; when repaired, 338.
Damaged cotton and water, 137.
Loss by drying, ——.
Respectfully, SQUIRES & CO.

Messrs. C. G. Peper & Co. to Squires & Co., Dr.

Repairing cotton bale No. 34854	2 00	
Drayage	20	
Bagging		
Ties	20	
Total		

Cr.

By damaged cotton, 137 lbs. @ 2		2 76
Balance to your credit	54	

559 ST. LOUIS, Mo., *June* 15, 1881.

We certify that we overhauled and repaired bale of cotton No. 34855, W. A. M., 1326, from Peper Compress Co., for account Mess. C. G. Peper & Co., and some very badly damaged.
Weights—When received, 482; when repaired, 345.
Damaged cotton, 137.
Loss by drying, ——.
Respectfully, SQUIRES & CO.

Messrs. C. G. Peper & Co. to Squires & Co., Dr.

Repairing cotton bale No. 34855	2 00	
Drayage	20	
Bagging		
Ties		
Total		2 20

Cr.

By damaged cotton, 137 lbs. 2		2 74
Balance to your credit	54	

EXHIBIT 84.—J. ROBERTSON, *N. P.*

No. 813.—Sales by Charles G. Peper & Co. of 2 bales cotton, rej., rec'd 5 | 14, 1881, per I. M. R. R., for account of W. A. Moore. Sold 6 | 15, '81. Sale No. 141.

W. A. M.
1343, mix., 490
1342, " 477

967 @ 9 ..... 87 03

Charges:

Freight, $4.10 per bale; B. L. charges, —	8 20	
Repairing 1 hoop	15	
Weighing, 10 cents per bale	20	
Drayage and storage, 40 cents per bale 1st mo.; 25c., 1 m. ex.	1 30	
Rejection and reweighing, 25 cents per bale	50	
Insurance, marine, — per cent. on $— per bale		
" fire, " " 80c. " 2 m.	80	
Commission on sale, 2½ per cent.	2 18	
		13 33
Net proceeds to cr. Mr. W. A. Moore		$73 70

St. Louis, 6 | 16, 1881.

CHARLES G. PEPER & CO.,
E. & O. E. Per L.

560 EXHIBIT 85.—JULIUS ROBERTSON, *Notary Public.*

No. 815.—Sale by Charles G. Peper & Co. of 1 bale water pack, received 2 | 22, 1881, per I. M. R. R., for account of W. A. Moore. Sold 6 | 15. Sale No. 141.

W. A. M.

954, water p., 264 @ 9		23 76
Pickings, 137 @ 2		2 74
		26 50

Charges:

Freight, $— per bale; B. L. charges, $—	4 10	
Repairing, picking bill herewith	2 70	
Weighing, 10 cents per bale	10	
Drayage and storage, 40 cents per bale, 1st mo.; 75c., 3 m. ex.	1 15	
Rejection and reweighing, -- per bale		
Insurance, marine, — per cent. on $—, per bale		
" fire, " " 60c. " 4 m.	60	

Commission on sale, 2½ per cent.	66	
		9 21
Net proceeds to cr. Mr. W. A. Moore		$17 29

St. Louis, July 5, 1881.

CHARLES G. PEPER & CO.,
E. & O. E. Per L.

EXHIBIT 85.—JULIUS ROBERTSON, *Notary Public.*

ST. LOUIS, Mo., *June 21st*, 1881.

We certify that we overhauled and repaired bale of cotton No. 26504, W. A. M., 954, from Peper Compress Co., for account Mess. C. G. Peper & Co., and found some badly damaged by water. The cotton had to he pulled apart, dried out, and reboxed.

Weights—when received, 499; when repaired, 268.
Damaged cotton, 136.
Loss by drying, 95.

Respectfully, SQUIRES & CO.

Messrs C. G. Peper & Co. to Squires & Co., Dr.

Repairing cotton bale No. 26504	2 50	
Drayage	20	
Bagging		
Ties		
Total	2 70	

CR.

By damaged cotton, 136, 2		2 72
Balance to your credit	02	

561 EXHIBIT 86.—J. ROBERTSON, *N. P.*

No. —.—Sales by Charles G. Peper & Co. of 7 bales cotton, rec'd 12 | 18, 1880, per I. M. R. R., for account of W. A. Moore. Sold 2 | 14. Sale No. 116.

W. A. M.				
364, L. M.,	495			
856, "	505			
363, "	465			
	1,465	@ 10⅜	151	99
362, S. G. O.,	500	@ 9⅞	49	38
366, G. O.,	473	@ 9⅜	44	34
361, S L. M., st.,	573	@ 10	53	70
365, L. M., st.,	473	@ 9½	44	94
			344	35

Charges:

Freight, $4.10 per bale; B. L. charges, $—	28 70	
Repairing		
Weighing, 10 cents per bale	70	
Drayage and storage, 40 cents per bale 1st mo.; 25c., 1 m. ex.	4 55	
Rejection and reweighing, — per bale		
Insurance, marine, — per cent. on $— per bale		
" fire, " " 40c. " 2 m.	2 80	
Commission on sale, 2½ per cent.	8 61	
		45 36
Net proceeds to cr. Mr. W. A. Moore		$298 99

St. Louis, 2 | 24, 1881.

CHARLES G. PEPER & CO.,
Per L.

E. & O. E.

562 EXHIBIT 87.—J. ROBERTSON, *N. P.*

No. —.—Sales by Charles G. Peper & Co. of 2 bales of cotton, rec'd 12 | 20, 1880, per I. M. R. R., for account of W. A. Moore. Sold 2 | 14. Sale No. 116.

W. A. M.

380, L. M., 518 @ 10⅜	53 74	
381, S. G. O., 518 @ 9⅞	51 15	
		104 89

Charges:

Freight, $4.10 per bale; B. L. charges, $—	8 20	
Repairing, 1 hoop	15	
Weighing, 10 cents per bale	20	
Drayage and storage, 40 cents per bale 1st mo.; 25c., 1 m. ex.	1 30	
Rejection and reweighing, — per bale		
Insurance, marine, — per cent on $—, per bale		
" fire, " 40c " 2 m.	80	
Commission on sale, 2½ per cent.	2 62	
		13 27
Net proceeds to cr. Mr. W. A. Moore		$91 62

St. Louis, 2 | 24, 1881.

CHARLES G. PEPER & CO.,
Per L.

E. & O. E.

E. & O. E. Per Louis, 2 | 24, 1881.

EXHIBIT 88.—J. ROBERTSON, *N. P.*

No. —.—Sales by Charles G. Peper & Co. of 1 bale cotton, rec'd 12 | 12, 1880, per I. M. R. R., for account of W. A. Moore. Sold 2 | 14, '81. Sale No. 116.

W. A. M.
399, S. G. O., 495 @ 9⅛ ---------- 48 88

Charges:

Freight, $— per bale; B. L. charges, $—	4 10	
Repairing		
Weighing, 10 cents per bale	10	
Drayage and storage, 40 cents per bale 1st mo.; 25c., 1 m. ex.	65	
Rejection and reweighing, —per bale		
Insurance, marine, —per cent. on $— per bale		
" fire, " " 40c. " 2 m.	40	
Commission on sale, 2½ per cent.	1 22	
		6 47
Net proceeds to cr. Mr. W. A. Moore		$42 41

St. Louis, 2 | 24, 1881.

CHARLES G. PEPER & CO.,
E. & O. E. Per L.

563 EXHIBIT 89.—J. ROBERTSON, *N. P.*

No. —. Sales by Charles G. Peper & Co. of 10 bales cotton, rec'd 12 | 23, 1881, per I. M. R. R., for account of W. A. Moore. Sold 2 | 14. Sale No. 116.

W. A. M.

387, S. L. M.,	440		
385, "	378		
393, "	484		
384, "	476		
	1,776 @ 10¾	191 13	
400, L. M.,	537		
370, "	470		
	1,007 @ 10⅜	104 48	
397, S. G. O.,	506		
389, "	416		
	922 @ 9⅞	91 05	
394, S. G. O., st.,	458 @ 8⅞	40 65	
395, S. L. M., st.,	440 @ 10	44 00	
			471 31

377, rejected, seedy.
379, " mix. & dusty.

Charges:

Freight, 4.10 per bale; B. L. charges, $—	41 00	
Repairing		
Weighing, 10 cents per bale	1 00	
Drayage and storage, 40 cents per bale 1st mo.; 25c., 1 m. ex.	6 50	
Rejection and reweighing, — per bale		
Insurance, marine, — per cent. on $— per bale		
" fire, " 40c. " 2 m.	4 00	
Commission on sale, 2½ per cent.	11 79	
		64 29
Net proceeds to cr. Mr. W. A. Moore		$407 02

St. Louis, 2 | 24, 1881.

CHARLES G. PEPER & CO.,

E. & O. E. Per L.

564 EXHIBIT 90.—J. ROBERTSON, *N. P.*

No. —. Sales by Charles G. Peper & Co. of 11 bales cotton, received 12 | 24, 1880, per I. M. R. R., for account of W. A. Moore. Sold 2 | 14, '81. Sale No. 116.

W. A. M.				
444, S. L. M.,	505			
445, "	501			
457, "	445			
463, "	457			
391, "	431			
	2,339	@ 10¾	251 44	
458, L. M.,	489			
405, "	546			
	1,035	@ 10⅜	107 38	
462, S. G. O.,	392	@ 9⅞	38 71	
459, L. M., st.,	523	@ 9½	49 68	
446, S. G. O., st.,	483	@ 9⅞	42 87	
388, L. M., st.,	415	@ 9½	39 42	
				529 50

443, rejected, seedy.
404, " dusty.

Charges:

Freight, $4.10 per bale; B. L. charges, $—	45 10
Repairing	
Weighing, 10 cents per bale	1 10
Drayage and storage, 40 cents per bale 1st mo.; 25c., m. ex.	7 15
Rejection and reweighing — per bale	

Insurance, marine, — per cent. on $— per bale		
" fire, " " " 40c. " 2 m.	4 40	
Commission on sales, 2½ per cent.	13 24	
		70 99
Net proceeds to cr. Mr. W. A. Moore		458 51

St. Louis, 2 | 24, 1881.

CHARLES G. PEPER & CO.,
Per L.

E. & O. E.

565 EXHIBIT 91.—J. ROBERTSON, *N. P.*

No.—. Sales by Charles G. Peper & Co. of 12 bales cotton, received
12 | 27, 1880, per I. M. R. R., for account of W. A. Moore. Sold
12 | 14, '81. Sale No. 116.

W. A. M.			
451, S. L. M.,	520		
452, "	513		
453, "	532		
	1,565 @ 10¾	168 34	
439, L. M.,	492		
442, "	488		
460, "	500		
	1,480 @ 10⅜	153 55	
448, S. G. O.,	500 @ 9⅞	49 38	
447, S. O.,	548 @ 8¾	47 95	
450, S. G. O., st.,	490		
449, "	451		
	941 @ 8⅞	83 51	
440, L. M., st.,	450 @ 9½	42 75	
461, G. O., st.,	498 @ 8¼	41 08	
			586 56

Charges:

Freight, $4.10 per bale; B. L. charges, $—	49 20	
Repairing		
Weighing, 10 cents per bale	1 20	
Drayage and storage, 40 cents per bale 1st mo.; 25c., 1 m. ex.	7 80	
Rejection and reweighing, — per bale		
Insurance, marine, — per cent on $— per bale		
" fire, " " " 40c. " " 2 m.	4 80	
Commission on sale, 2½ per cent.	14 66	
		77 66
Net proceeds to cr. Mr. W. A. Moore		508 90

St. Louis, 2 | 24, 1881.

CHARLES G. PEPER & CO.,
Per L.

E. & O. E.

566 EXHIBIT 92.—J. ROBERTSON, *N. P.*

No. —.—Sales by Charles G. Peper & Co. of 22 bales cotton, received 12 | 28, 1880, per I. M. R. R., for account of W. A. Moore. Sold 2 | 14, '81. Sale No. 116.

W. A. M.				
483, S. L. M.,		500		
528,	"	445		
532,	"	440		
518,	"	457		
516,	"	540		
493,	"	516		
524,	"	494		
531,	"	494		
521,	"	443		
		4,409 @ 10¾	473 97	
486, L. M.		483		
487,	"	505		
481,	"	533		
511,	"	444		
517,	"	497		
539,	"	483		
488,	"	485		
515,	"	477		
523,	"	488		
480,	"	533		
520,	"	468		
525,	"	477		
		5,893 @ 10⅜	611 40	
441, S. L. M.,		447 @ 10¾	48 05	
				1,133 44
Charges:				
Freight, $4.10 per bale; B. L. charges, $—			90 20	
Repairing 2 hoops			30	
Weighing, 10 cents per bale			2 20	
Drayage and storage, 40 cents per bale 1st mo.; 25c., 1 m. ex.			14 30	
Rejection and reweighing, — per bale				
Insurance, marine, — per cent. on $— per bale				
" fire,	"	" 40c. " 2 m.	8 80	
Commission on sale, 2½ per cent.			28 34	
				144 14
Net proceeds to cr. Mr. W. A. Moore				989 28

St. Louis, 2 | 24, 1881.

CHARLES G. PEPER & CO.,

E. & O. E. Per L.

567 EXHIBIT 93.—J. ROBERTSON, *N. P.*

No. —.—Sales by Charles G. Peper & Co. of 20 bales cotton, received 12 | 28, 1880, per I. M. R. R., for account of W. A. Moore. Sold 2 | 14, '81. Sale No. 116.

W. A. M.				
484,	S. G. O.,	529		
474,	"	460		
472,	"	540		
469,	"	410		
475,	"	476		
522,	"	498		
529,	"	460		
467,	"	529		
489,	"	480		
491,	"	523		
538,	"	468		
513,	"	521		
		5,894 @ 9⅞		582 03
498,	G. O.,	483		
536,	"	525		
548,	"	547		
		1,555 @ 9⅜		145 78
473,	S. O.,	574		
470,	"	495		
510,	"	457		
534,	"	455		
535,	"	535		
		2,516 @ 8¾	220 15	947 96

Charges:

Freight, $4.10 per bale; B. L. charges, $—	82 00	
Repairing 1 hoop	15	
Weighing, 10 cents per bale	2 00	
Drayage and storage, 40 cents per bale 1st m.; 25c., 1 m. ex.	13 00	
Rejection and reweighing		
Insurance, marine, — per cent. on $— per bale		
" fire, " 40c. " 2 m.,	8 00	
Commission on sale, 2½ per cent.	23 70	
		128 85
Net proceeds to cr. Mr. W. A. Moore		819 11

St. Louis, 2 | 24, 1881.

E. & O. E.

CHARLES G. PEPER & CO.,
Per L.

568 EXHIBIT 94.—J. ROBERTSON, *N. P.*

No. —.—Sales by Charles G. Peper & Co. of 8 bales cotton, received 12 | 28, 1880, per I. M. R. R., for account of W. A. Moore. Sold 2 | 14, '81. Sale No. 116.

W. A. M.				
504 S. G. O., st.,	532			
509 " "	387			
477 " "	485			
	1,404	@ 8⅞	124 61	
496 G. O., st.,	496	@ 8¼	40 92	
485 L. M., st.,	548			
514 "	467			
	1,015	@ 9½	96 43	
492 S. L. M., st.,	497			
508 " "	507			
	1,004	@ 10	100 40	
				362 36

503, rejected, mix.
471, " reference.
479, " mix.

Charges:

Freight, $4.10 per bale; B. L. charges, $——	32 80	
Repairing 2 hoops	30	
Weighing, 10 cents per bale	80	
Drayage and storage, 40 cents per bale 1st mo.; 25c., 1 m. ex.	5 20	
Rejection and reweighing		
Insurance, marine, — per cent. on $— per bale		
" fire, " " 40c. " 2 m.	3 20	
Commission on sale, 2½ per cent.	9 06	
		51 36
Net proceeds to cr. Mr. W. A. Moore		311 00

St. Louis, 2 | 24, 1881.

CHARLES G. PEPER & CO.,

E. & O. E. Per L.

569 EXHIBIT 95.—J. ROBERTSON, *N. P.*

No. —.—Sales by Charles G. Peper & Co. of 6 bales cotton, rec'd 12 | 30, 1880, per I. M. R. R., for account of W. A. Moore. Sold 2 | 14, '81. Sale No. 116.

W. A. M.
559, L. M., 493

556, L. M.,	527		
558, "	390		
	1,510 @ 10⅜	156 66	
495, S. G. O.,	533 @ 9⅞	52 64	
555, S. O.,	475 @ 8¾	41 56	
560, S. L. M., st.,	450 @ 10	45 00	
			295 86
Charges:			
Freight, $4.10 per bale; B. L. charges, $—		24 60	
Repairing 1 hoop		15	
Weighing, 10 cents per bale		60	
Drayage and storage, 40 cents per bale 1st; 25c., 1 m ex.		3 90	
Rejection and reweighing, — per bale			
Insurance, marine, — per cent. on $—— per bale			
" fire, " " 40c. " 2 m.		2 40	
Commission on sale, 2½ per cent.		7 40	
			39 05
Net proceeds to cr. Mr. W. A. Moore			256 81

St. Louis, 2 | 24, 1881. CHARLES G. PEPER & CO.,
E. & O. E. Per L.

570 EXHIBIT 96.—J. ROBERTSON, *N. P.*

No. —.—Sales by Charles G. Peper & Co., of 3 bales cotton, rec'd 12 | 31, 1880, per I. M. R. R., for account W. A. Moore. Sold 2 | 14, '81. Sale No. 116.

W. A. M.			
569, S. G. O.,	538 @ 9⅞	53 13	
566, G. O.,	478		
570, "	570		
	1,048 @ 9⅜	98 25	
			151 38
Charges:			
Freight, $4.10 per bale; B. L. charges, $—		12 30	
Repairing			
Weighing, 10 cents per bale		30	
Drayage and storage, 40 cents per bale 1st mo.; 25c., 1 m. ex.		1 95	
Rejection and reweighing, — per bale			
Insurance, marine, — per cent. on $—— per bale			
" fire, " " 40c. " 2 m.		1 20	
Commission on sale, 2½ per cent.		3 79	
			19 54
Net proceeds to cr. Mr. W. A. Moore			$131 84

St. Louis, 2 | 24, 1881. CHARLES G. PEPER & CO.,
E. & O. E. Per L.

571 EXHIBIT 97.—J. ROBERTSON, *N. P.*

No. 1 | 2 —.—Sales by Charles G. Peper & Co. of 19 bales cotton, rec'd 13, 1881, per I. M. R. R., for account of W. A. Moore. Sold 14, '81. Sale No. 116.

W. A. M.

542, S. L. M.,	511			
506, "	540			
507, "	517			
494, "	488			
500, "	545			
	2,601	@ 10⅜	279 60	
543, L. M.,	485			
541, "	537			
547, "	478			
465, "	355			
502, "	449			
468, "	443			
501, "	416			
466, "	558			
	3,721	@ 10⅜	386 05	
554, S. G. O.,	484			
549, "	437			
499, "	478			
478, "	589			
	1,988	@ 9⅞	196 32	
561, S. L. M., st.,	457	@ 10	45 70	
497, L. M., st.,	503	@ 9½	47 78	
				955 45

550 rejected, mixed.

Charges:

Freight, $4.10 per bale; B. L. charges, $—	77 90	
Repairing		
Weighing, 10 cents per bale	1 90	
Drayage and storage, 40 cents per bale 1st m.; 25c., 1 m. ex.	12 35	
Rejection and reweighing, — per bale		
Insurance, marine, — per cent. on $— per bale		
" fire, " " " 40c. " " 2 m.	7 60	
Commission on sale, 2½ per cent.	23 89	
		123 64
Net proceeds to cr. Mr. W. A. Moore		831 81

St. Louis, 2 | 24, 1881.

CHARLES G. PEPER & CO.,

E. & O. E. Per L.

34—587

572 EXHIBIT 98.—J. ROBERTSON, *N. P.*

No. —.—Sales by Charles G. Peper & Co. of 6 bales cotton, rec'd 1 | 10, 1881, per I. M. R. R., for account of W. A. Moore. Sold 2 | 14, '81, Sale No. 116.

W. A. M.

606, M., st., 603, " "	451, @ 10½	100 90	
611, S. L. M.,	479, @ 10¾	51 50	
604, L. M.,	523, @ 10⅜	54 26	
606, S. G. O,	557		
605, "	500		
	1,057 @ 9⅞	104 38	
			311 04

Charges:

Freight, $4.10 per bale; B. L. charges, $—	24 60	
Repairing 2 hoops	30	
Weighing, 10 cents per bale	60	
Drayage and storage, 40 cents per bale 1st m.o; 25c., 2 m. ex.	3 90	
Rejection and reweighing, — per bale		
Insurance, marine, — per cent. on $— per bale		
" fire, 40c. " 40c. " 2 m.	2 40	
Commission on sale, 2½ per cent.	7 79	
		39 58
Net proceeds to cr. Mr. W. A. Moore		$271 46

St. Louis, 2 | 24, 1881.

CHARLES G. PEPER & CO.,

E. & O. E. Per L.

573 EXHIBIT 99.—J. ROBERTSON, *N. P.*

No.—.—Sales by Charles G. Peper & Co. of 5 bales cotton, rec'd 1 | 13, 1881, per I. M. R. R., for account of W. A. Moore. Sold 2 | 14, '81. Sale No. 116.

W. A. M.

621, M., stain,	508 @ 10½	53 34	
618, L. M.,	513		
616, "	377		
619, "	522		
	1,412 @ 10⅜	146 49	
615, S. O. G.,	555 @ 9⅞	54 81	
			254 64

613, rej., mix.
614, " dusty.

612, rej., dusty.
617, " dusty.
625, " dusty.
626, " mix.

Charges:

Freight, $4.10 per bale; B. L. charges, $—	20 50	
Repairing 1 hoop	15	
Weighing, 10 cents per bale	50	
Drayage and storage, 40 cents per bale 1st m.; 25c., 1 m. ex	3 25	
Rejection and reweighing, — per bale		
Insurance, marine, — per cent. of $— per bale		
" fire, " " 40c. " 2 m.	2 00	
Commission on sale, 2½ per cent.	6 37	
		32 77
Net proceeds to cr. Mr. W. A. Moore		221 87

St. Louis, 2 | 24, 1881.

CHARLES G. PEPER & CO.,
Per L.

E. & O. E.

574 EXHIBIT 100.—J. ROBERTSON, *N. P.*

No. —.—Sales by Charles G. Peper & Co. of 5 bales cotton, rec'd1 | 20, 1881, per I. M. R. R., for account of W. A. Moore. Sold 2 | 14, '81. Sale No. 116.

W. A. M.				
652, S. L. M.,	485 @ 10¾		52 14	
635, L. M.,	513			
634, "	508			
	1,021 @ 10⅜		105 92	
636, S. G. O.,	502 @ 9⅞		49 57	
637, G. O.,	500 @ 9⅜		46 87	
				254 50

Charges:

Freight, $4.10 per bale; B. L. charges, $—	20 50	
Repairing		
Weighing, 10 cents per bale	50	
Drayage and storage, 40 cents per bale	2 00	
Rejection and reweighing — per bale		
Insurance, marine, — per cent. on $— per bale		
" fire, " " " 25c. "	1 25	
Commission on sales, 2½ per cent.	6 36	
		30 61
Net proceeds to cr. Mr. W. A. Moore		$223 89

St. Louis, 2 | 24, 1881.

CHARLES G. PEPER & CO.,
Per L.

E. & O. E.

575 EXHIBIT 101.—J. ROBERTSON, *N. P.*

No. —.—Sales by Charles G. Peper & Co. of 9 bales cotton, rec'd 1 | 21, 1881, per I. M. R. R., for account of W. A. Moore. Sold 2 | 14. Sale No. 116.

W. A. M.				
664, S. L. M.,	458 @ 10¾		49 24	
650, L. M.,	486			
643, "	483			
647, "	460			
	1,429 @ 10⅜		148 25	
639, S. G. O.,	466			
651, "	468			
638, "	412			
	1,346 @ 9⅞		132 92	
645, G. O.,	560			
642 "	475			
	1,035 @ 9⅜		97 03	
				427 44
Charges:				
Freight, $4.10 per bale; B. L. charges, $—			36 90	
Repairing 1 hoop			15	
Weighing, 10 cents per bale			90	
Drayage and storage, 40 cents per bale			3 60	
Rejection and reweighing — per bale				
Insurance, marine, — per cent. on $— per bale				
" fire, " " " 25c. " "			2 25	
Commission on sale, 2½ per cent.			10 69	
				54 49
Net proceeds to cr. Mr. W. A. Moore				$372 95

St. Louis, 2 | 24, 1881.

CHARLES G. PEPER & CO.,

E. & O. E. Per L.

576 EXHIBIT 102.—J. ROBERTSON, *N. P.*

No.—.—Sales by Charles G. Peper & Co. of 5 bales cotton, rec'd 1 | 24, 1881, per I. M. R. R., for account of W. A. Moore. Sold 2 | 14. Sale No. 116.

W. A. M.			
628, L. M.,	418		
629, "	432		
	850 @ 10⅜	88 18	

633, S. G. O.,	502		
632, "	468		
	970 @ 9⅞	95 79	
631, G. O.,	466 @ 9⅜	43 68	
			227 65

630, rejected, seedy.
627 " "

Charges:

Freight, $4.10, per bale; B. L. charges, $—	20 50	
Repairing		
Weighing, 10 cents per bale	50	
Drayage and storage, 40 cents per bale	2 00	
Rejection and reweighing		
Insurance, marine, — per cent. on $— per bale		
" fire, " " " " 25 " "	1 25	
Commission on sale, 2½ per cent.	5 69	
		29 94
Net proceeds to cr. Mr. W. A. Moore		$197 71

St. Louis, 2 | 24, 1881.

CHARLES G. PEPER & CO.,
E. & O. E. Per L.

577 EXHIBIT 103.—J. ROBERTSON, *N. P.*

No. —.—Sales by Charles G. Peper & Co. of 15 bales cotton, received 1 | 29, 1881, per. I. M. R. R., for account of W. A. Moore. Sold 2 | 14, '81. Sale No. 116.

W. A. M.

711, S. L. M.,	548		
731, " "	530		
	1,078 @ 10¾	115 89	
729, L. M.,	410 @ 10⅜	42 53	
716, S. G. O.,	537		
713, " "	548		
710, " "	426		
723, " "	505		
718, " "	481		
730, " "	469		
721, " "	460		
	3,426 @ 9⅞	338 32	
709, G. O.,	480		
715, "	547		
	1,027 @ 9⅜	96 28	
712, S. O.,	490 @ 8¾	42 88	

719, S. G. O., stain., 470
720, " " 503

973 @ 8⅞ ---------- 86 35 — 722 25

714, rej., mix. & st., 725, water p.
727, " mix. & dusty, 722, mix, "
728, mix. & dusty.

Charges:

Freight, $4.10 per bale; B. L. charges, —	61 50	
Repairing		
Weighing, 10 cents per bale	1 50	
Drayage and storage, 40c. per bale	6 00	
Rejection and reweighing, — per bale		
Insurance, marine, — per cent. on $— per bale		
" fire, " " " 25c.	3 75	
Commission on sale, 2½ per cent.	18 06	
		90 81
Net proceeds to cr. Mr. W. A. Moore		631 44

St. Louis, 2 | 24, 1881.

CHARLES G. PEPER & CO.,
E. & O. E. Per L.

578 EXHIBIT 104.—J. ROBERTSON, *N. P.*

No. 1 | 2 —.—Sales by Charles G. Peper & Co. of 19 bales cotton, received 31, 1881, per I. M. R. R., for account of W. A. Moore. Sold 14, '81. Sale 116.

W. A. M.			
737, S. L. M.,	530		
761, "	427		
751, "	423		
762, "	490		
773, "	434		
760, "	430		
	2,739 @ 10¾	294 44	
776, L. M.,	481 @ 10⅜	49 90	
740, S. G. O.,	715		
742, "	480		
732, "	479		
747, "	460		
734, "	463		
782, "	458		
	3,055 @ 9⅞	301 68	
777, G. O.,	497		
733, "	510		
776, "	521		
	1,528 @ 9⅜	143 25	

739, S. L. M., st., 527 @ 10		52 70	
735, L. M., st., 437 @ 9½		41 52	
775, M., 493 @ 11⅛		54 85	
			938 34
Charges:			
Freight, $4.10 per bale; B. L. charges, $—		77 90	
Repairing 1 hoop		15	
Weighing, 10 cents per bale		1 90	
Drayage and storage, 40 cents per bale		7 60	
Rejection and reweighing, — per bale			
Insurance, marine, — per cent. on $— per bale			
" fire, " " " 25c. " "		4 75	
Commission on sale, 2½ per cent.		23 46	
			115 76
Net proceeds to cr. W. A. Moore			822 58

St. Louis, 2 | 24, 1881.

CHARLES G. PEPER & CO.,
Per L.

E. & O. E.

579 EXHIBIT 105.—J. ROBERTSON, *N. P.*

No. —.—Sales by Charles G. Peper & Co. of 18 bales cotton, received 2 | 1, 1881, per I. M. R. R., for account of W. A. Moore. Sold 2 | 14, '81. Sale No. 116.

W. A. M.				
764, S. L. M.,	413			
744, "	410			
752, "	408			
779, "	423			
784, "	539			
		2,193 @ 10¾	235 74	
767, S. M.,	498			
745, "	448			
753, "	446			
759, "	525			
756, "	462			
755, "	521			
758, "	492			
743, "	485			
750, "	468			
		4,345 @ 10⅜	450 79	
765, S. G. O.,	470			
754, "	500			
783, "	569			
		1,539 @ 9⅞	151 98	
748, L. M., st., 431 @ 9½			40 74	
				879 45

766, rej., seedy; 741, rej., mixed.
749, " plated.

Charges:

Freight, $4.10 per bale; B. L. charges, $—	73 80	
Repairing		
Weighing, 10 cents per bale	1 80	
Drayage and storage, 40 cents per bale	7 20	
Rejection and reweighing, — per bale		
Insurance, marine, — per cent on $— per bale		
" fire, " " " 25 " "	4 50	
Commission on sale, 2½ per cent.	21 99	
		109 29
Net proceeds to cr. Mr. W. A. Moore		720 16

St. Louis, 2 | 24, 1881.

CHARLES G. PEPER & CO.,
Per L.

E. & O. E.

580 EXHIBIT 106.—J. ROBERTSON, *N. P.*

No. —.—Sales by Charles G. Peper & Co. of 8 bales cotton, rec'd 2 | 2, 1881, per I. M. R. R., for account of W. A. Moore. Sold 2 | 14, '81. Sale No. 116.

W. A. M.			
786, S. L. M.,	547		
790, "	488		
770, "	480		
	1,515 @ 10¾	162 86	
772, L. M.,	540		
788, "	456		
	998 @ 10⅜	103 53	
789, S. G. O.,	427		
787, "	480		
	907 @ 9⅞	89 57	
785, G. O.,	490 @ 9⅜	45 93	
			401 89

Charges:

Freight, $4.10 per bale; B. L. charges, $—	32 80	
Repairing		
Weighing, 10 cents per bale	80	
Drayage and storage, 40 cents per bale	3 20	
Rejection and reweighing, — per bale		
Insurance, marine, — per cent. on $—, per bale		
" fire, " " 25 " "	2 00	

Commission on sale, 2½ per cent.	10 05	
		48 85
Net proceeds to cr. Mr. W. A. Moore		$353 04

St. Louis, 2 | 24, 1881.

CHARLES G. PEPER & CO.,
Per L.

E. & O. E.

581 EXHIBIT 107.—J. ROBERTSON, *N. P.*

No. —.—Sales by Charles G. Peper & Co. of 11 bales cotton, received 2 | 7, 1881, per I. M. R. R., for account of W. A. Moore. Sold 2 | 14, '81. Sale No. 116.

W. A. M.			
779, S. L. M.,	525		
795, "	500		
	1,025 @ 10¾	110 79	
793, L. M.	523		
804, "	464		
806, "	497		
	1,484 @ 10⅜	153 96	
798, S. G. O.,	450		
791, "	459		
	909 @ 9⅞	89 76	
792, G. O.,	509 @ 9⅜	47 71	
810, S. O.,	496 @ 8¾	43 10	
815, S. G. O., st.,	509 @ 8⅞	45 17	
812, S. L. M., st.,	408 @ 10	40 80	
			530 99
797, m'x & dusty.			
809, "			

Charges:

Freight, $4.10 per bale; B. L. charges, —	45 10	
Repairing		
Weighing, 10 cents per bale	1 10	
Drayage and storage, 40 cents per bale	4 40	
Rejection and reweighing, — per bale		
Insurance, marine, — per cent. on $— per bale		
" fire, " " 25c. " "	2 75	
Commission on sale, 2½ per cent.	13 27	
		66 62
Net proceeds to cr. Mr. W. A. Moore		464 37

St. Louis, 2 | 24, 1881.

CHARLES G. PEPER & CO.,
Per L.

E. & O. E.

EXHIBIT 108.—J. ROBERTSON, *N. P.*

582 No. —. Sales by Charles G. Peper & Co. of 6 bales cotton, received 2 | 8, 1881, per I. M. R. R., for account of W. A. Moore. Sold 2 | 4, '81. Sale No. 116.

W. A. M.

705, S. L. M.,	546 @ $10\frac{3}{4}$	58 70	
703, S. G. O.,	426		
702, "	450		
706, "	475		
704, "	465		
	1,816 @ $9\frac{7}{8}$	179 33	
796, S. O.,	477 @ $8\frac{3}{4}$	41 74	
			279 77

707, rej., mix.

Charges:

Freight, $4.10 per bale; B. L. charges, $ —	24 60	
Repairing		
Weighing, 10 cents per bale	60	
Drayage and storage, 40 cents per bale	2 40	
Rejection and reweighing		
Insurance, marine, — per cent. on $— per bale		
" fire, " " 25c. "	1 50	
Commission on sale, $2\frac{1}{2}$ per cent.	6 99	
		36 09
Net proceeds to cr. Mr. W. A. Moore		$243 68

St. Louis, 2 | 24, 1881.

CHARLES G. PEPER & CO.,

E. & O. E. Per L.

EXHIBIT 109.—J. ROBERTSON, *N. P.*

583 No. —. Sales by Charles G. Peper & Co. of 1 bale cotton rejection, received 12 | 24, 1880, per I. M. R. R. for account of W. A. Moore Sold 2 | 26, '81. Sale No. 117.

W. A. M.

404, rej., dusty,	513 @ $9\frac{5}{8}$	49 37

Charges:

Freight, $— per bale; B. L. charges, $—	4 10
Repairing	
Weighing, 10 cents per bale	10
Drayage and storage, 40 cents per bale 1st mo.; 50c., 2 m. ex.	90
Rejection and reweighing, — per bale	

Insurance, marine, — per cent. on $—— per bale		
" fire, " " 50c. per bale, 3 m.	50	
Commission on sale, 2½ per cent.	1 23	
		6 83
Net proceeds to cr. Mr. W. A. Moore		42 54

St. Louis, 2 | 28, 1881.

CHARLES G. PEPER & CO.,
Per L.

E. & O. E.

EXHIBIT 110.—J. ROBERTSON, *N. P.*

No. —. Sales by Charles G. Peper & Co. of 2 bales cotton, received 12 | 20, 1880, per I. M. R. R., for account of W. A. Moore. Sold 6 | 2, ——. Sale No. 137.

W. A. M.
381, M., 363
383, S. O. M., 526

889 @ 9⅛ 81 12

Charges:

Freight, $4.10 per bale; B. L. charges, $—	8 20	
Repairing		
Weighing, 10 cents per bale	20	
Drayage and storage, 40 cents per bale 1st m.; $1.25, 5 m. ex.	3 30	
Insurance, marine, — per cent. on $— per bale		
" fire, " 80c. " 6 m.	1 60	
Commissions on sale, 2½ per cent.	2 03	
		15 33
Net proceeds to cr. Mr. W. A. Moore		$65 79

St. Louis, 6 | 16, 188–.

CHARLES G. PEPER & CO.,
Per L.

E. & O. E.

584 EXHIBIT 111.—J. ROBERTSON, *N. P.*

No. —. Sales by Charles G. Peper & Co. of 4 bales cotton, received 12 | 21, 1880, per I. M. R. R., for account of W. A. Moore. Sold 6 | 2, ——. Sale No. 137.

W. A. M.
386, M., 428
373, S. M., 571
372, M., 496
392, S. M., 424

1,919 @ 9⅛ 175 10

378, rejected, mix.

Charges:

Freight, $4.10 per bale; B. L. charges, $—	16 40	
Repairing		
Weighing, 10 cents per bale	40	
Drayage and storage, 40 cents per bale 1st mo.; 1.25, 5 m. ex.	6 60	
Rejection and reweighing, — per bale		
Insurance, marine, — per cent. on $— per bale		
" fire, " " 80c. " 6 m.	3 20	
Commissions on sale, 2½ per cent.	4 38	
		30 98
Net proceeds to cr. Mr. W. A. Moore		$144 12

St. Louis, 6 | 16, 1881.

CHARLES G. PEPER & CO.,
Per L.

E. & O. E.

585 EXHIBIT 112.—J. ROBERTSON, *N. P.*

No. —. Sales by Charles G. Peper & Co. of 9 bales cotton, received 12 | 23, 1880, per I. M. R. R., for account of W. A. Moore. Sold 6 | 2, '81. Sale No. 137.

W. A. M.	
402, S. M.,	538
390, M.,	513
375, M.,	470
403, "	569
374, S. M.,	420
371, M.,	520
396, G. M.,	437
398, M.,	478
376, "	489

4,434 @ 9⅛ ---------- 404 60

Charges:

Freight, $4.10 per bale; B. L. charges, $—	36 90	
Repairing 1 hoop	15	
Weighing, 10 cents per bale	90	
Drayage and storage, 40 cents per bale 1st m.; $1.25, 5 m. ex.	11 25 3 60	
Rejection and reweighing, — per bale		
Insurance, marine, — per cent. on $— per bale		
" fire, " " 80 c. " 6 m.	7 20	
Commission on sale, 2½ per cent.	10 12	
		70 12
Net proceeds to cr. Mr. W. A. Moore		$334 43

St. Louis, 6 | 16, 1881.

CHARLES G. PEPER & CO.,
Per L.

E. & O. E.

586 EXHIBIT 113.—J. ROBERTSON, *N. P.*

No. —.—Sales by Charles G. Peper & Co. of 2 bales cotton, rec'd 12 | 24, 1880, per I. M. R. R., for account of W. A. Moore. Sold 6 | 2. Sale No. 137.

W. A. M.
438, M., 485
401, " 459

944 @ 9⅛ 86 14

Charges:

Freight, $4.10 per bale; B. L. charges, $—	8 20	
Repairing		
Weighing, 10 cents per bale	20	
Drayage and storage, 40 cents per bale 1st mo.; $1.25 5 mo. ex.	3 30	
Rejection and reweighing, — per bale		
Insurance, marine, — per cent. on $— per bale		
" fire, " " 80c. " 6 m.	1 60	
Commission on sale, 2½ per cent.	2 15	
		15 45
Net proceeds to cr. Mr. W. A. Moore		$70 69

St. Louis, 6 | 16, 1881.

CHARLES G. PEPER & CO.,
E. & O. E. Per L.

EXHIBIT 114.—J. ROBERTSON, *N. P.*

No. —.—Sales by Charles G. Peper & Co. of 1 bale cotton, rec'd 12 | 27. 1880, per I. M. R. R., for account of W. A. Moore. Sold 6 | 2, '81. Sale No. 137.

W. A. M.
455, S. M., 522 @ 9⅛ 47 63

Charges:

Freight, $— per bale; B. L. charges, $—	4 10	
Repairing		
Weighing, 10 cents per bale	10	
Drayage and storage, 40 cents per bale 1st mo.; $1.25, 5 m. ex.	1 65	
Rejection and reweighing, — per bale		
Insurance, marine, — per cent. on $— per bale		
" fire, " " 80c. " 6 m.	80	
Commission on sale, 2½ per cent.	1 29	
		7 84
Net proceeds to cr. Mr. W. A. Moore		$39 79

St. Louis, 6 | 16, 1881.

CHARLES G. PEPER & CO.,
E. & O. E. Per L.

587 EXHIBIT 115.—J. ROBERTSON, *N. P.*

No. —.—Sales by Charles G. Peper & Co. of 9 bales cotton, rec'd 12 | 28, 1880, per I. M. R. R., for account of W. A. Moore. Sold 6 | 2, '81. Sale No. 137.

W. A. M.	
476, M.,	430
482, "	532
490, "	547
512, "	472
526, S. M.,	453
533, "	455
536, M.,	522
530, S. M.,	407
519, M.,	428
4,246 @ 9⅛	387 45

Charges:

Freight, $4.10 per bale; B. L. charges, $—	36 90	
Repairing		
Weighing, 10 cents per bale	90	
Drayage and storage, 40 cents per bale 1st mo.; $1.25, 5 m. ex.	14 85	
Rejection and reweighing, — per bale		
Insurance, marine, — per cent. on $— per bale		
" fire, " " 80c. " 6 m.	7 20	
Commission on sale, 2½ per cent.	9 69	
		69 54
Net proceeds to cr. Mr. W. A. Moore		$317 91

St. Louis, 6 | 16, 1881.

CHARLES G. PEPER & CO.,

E. & O. E. Per L.

588 EXHIBIT 116.—J. ROBERTSON, *N. P.*

No. —.—Sales by Charles G. Peper & Co. 5 of bales cotton, rec'd 12 | 30, 1880, per I. M. R. R., for account of W. A. Moore. Sold 6 | 2, '81. Sale No. 137.

W. A. M.	
456, M.,	505
453, "	558
565, "	498
557, "	423
552, S. M.,	400
2,384 @ 9⅛	217 54

Charges:

Freight, $4.10 per bale	20 50	
Repairing		
Weighing, 10 cents per bale	50	
Drayage and storage, 40 cents per bale 1st mo.; $1.25, 5 m. ex.	8 25	
Rejection and reweighing, — per bale		
Insurance, marine, — per cent. on $— per bale		
" fire, " " " 80c. " " 6 m.	4 00	
Commission on sale, 2½ per cent.	5 44	
		38 69
Net proceeds to cr. Mr. W. A. Moore		$178 85

St. Louis, 6 | 16, 1881.

CHARLES G. PEPER & CO.,
Per L.

E. & O. E.

EXHIBIT 117.—J. ROBERTSON, *N. P.*

No. —.—Sales by Charles G. Peper & Co. of 2 bales cotton, rec'd 12 | 31, 1880, per I. M. R. R., for account of W. A. Moore. Sold 6 | 2, '81. Sale No. 137.

W. A. M.
568, M., 458
567, S. M., 502

960 @ 9⅛ 87 60

Charges:

Freight, $4.10 per bale; B. L. charges, $—	8 20	
Repairing		
Weighing, 10 cents per bale	20	
Drayage and storage, 40 cents per bale 1st mo.; $1.25, 5 m. ex.	3 30	
Rejection and reweighing, — per bale		
Insurance, marine, — per cent. on $ — per bale		
" fire, " " " 80 " 6 m.	1 60	
Commission on sale, 2½ per cent.	2 19	
		15 49
Net proceeds to cr. Mr. W. A. Moore		72 11

St. Louis, 6 | 16, 1881.

CHARLES G. PEPER & CO.,
Per L.

E. & O. E.

589 EXHIBIT 118.—J. ROBERTSON, *N. P.*

No. —.—Sales by Charles G. Peper & Co. of 11 bales cotton, received 1 | 3, 1881, per I. M. R. R., for account of W. A. Moore. Sold 6 | 2, '81. Sale No. 137.

W. A. M.
505, G. M., 487

565, M., 409
562, " 470
563, " 472
545, S. L. M., 423
544, M., 447
527, S. M., 373
540, G. M., 438
546, M., 500
551, S. M., 380
464, M., tinge, 497

4,896 @ 9⅛ ---------- 446 76

Charges:

Freight, $4.10 per bale; B. L. charges, $—	45 10	
Repairing		
Weighing, 10 cents per bale	1 10	
Drayage and storage, 40 cents per bale 1st mo.; $1.00, 4 m. ex	15 40	
Rejection and reweighing, — per bale		
Insurance, marine, — per cent. on $— per bale		
" fire, " " 70c. " 5 m.	7 70	
Commission on sale, 2½ per cent.	11 17	
		80 47
Net proceeds to cr. Mr. W. A. Moore		$366 29

St. Louis, 6 | 16, 1881.

CHARLES G. PEPER & CO.,
E. & O. E. Per L.

590 EXHIBIT 119.—J. ROBERTSON, *N. P.*

No. —.—Sales by Charles G. Peper & Co. of 3 bales cotton, rec'd 1 | 10, 1881, per I. M. R. R., for account of W. A. Moore. Sold 6 | 2, '81. Sale No. 137.

W. A. M.
607, M., 483
610, S. M., 445
608, M., 513

1,441 @ 9⅛ ---------- 131 49

Charges:

Freight, $4.10 per bale; B. L. charges, $—	12 30	
Repairing 1 hoop	15	
Weighing, 10 cents per bale	30	
Drayage and storage, 40 cents per bale 1st mo.; $1 00, 4 m. ex	4 20	
Rejection and reweighing, — per bale		

Insurance, marine, — per cent. on $— per bale		
" fire, " " 70c. " 5 m. ex.	2 10	
Commission on sale, 2½ per cent.	3 29	
		22 34
Net proceeds to cr. Mr. W. A. Moore		$109 15

St. Louis, 6 | 16, 1881.

CHARLES G. PEPER & CO.,
Per L.

E. & O. E.

EXHIBIT 120.—J. ROBERTSON, *N. P.*

No. —.—Sales by Charles G. Peper & Co. of 4 bales cotton, rec'd 1 | 13, 1881, per I. M. R. R., for account of W. A. Moore. Sold 6 | 2, '81. Sale No. 137.

W. A. M.
622, S. M., st., 442
624, S. M., 523
620, M., 505
623, S. M., 465

1,935 @ 9⅛ ---------- 176 57

Charges:

Freight, $4.10 per bale; B. L. charges, $—	16 40	
Repairing		
Weighing, 10 cents per bale	40	
Drayage and storage, 40 cents per bale 1st mo.; $1.00, 4 m. ex.	5 60	
Rejection and reweighing, — per pale		
Insurance, marine, — per cent. on $— per bale		
" fire, " " 70c. " 5 m.	2 80	
Commission on sale, 2½ per cent.	4 41	
		29 61
Net proceeds to cr. Mr. W. A. Moore		$146 96

St. Louis, 6 | 16, 1881.

CHARLES G. PEPER & CO.,
Per L.

E. & O. E.

591 EXHIBIT 121.—J. ROBERTSON, *N. P.*

No. —.—Sales by Charles G. Peper & Co. of 4 bales cotton, rec'd 1 | 20, 1881, per I. M. R. R., for account of W. A. Moore. Sold 6 | 2, '81. Sale No. 137.

W. A. M.
649, M., 455
646, " 510
648, S. M., 424
653, " 487

1,876 @ 9⅛ ---------- 171 18

Charges:

Freight, $4.10 per bale; B. L. charges, $—	16 40	
Repairing		
Weighing, 10 cents per bale	40	
Drayage and storage, 40 cents per bale 1st mo.; $1.00, 4 m. ex.	5 60	
Rejection and reweighing, — per bale		
Insurance, marine, — per cent. on $— per bale		
" fire, " " 70c. " 5 m.	2 80	
Commission on sale, 2½ per cent.	4 28	
		29 48
Net proceeds to cr. Mr. W. A. Moore		$141 70

St. Louis, 6 | 16, 1881.

CHARLES G. PEPER & CO.,
Per L.

E. & O. E.

EXHIBIT 122.—J. ROBERTSON, *N. P.*

No. —.—Sales by Charles G. Peper & Co. of 2 bales cotton, rec'd 1 | 21, 1881, per I. M. R. R., for account of W. A. Moore. Sold 6 | 2, '81. Sale No. 137.

W. A. M.
640, M., tinge, 565
641, M., 570

1,135 @ 9⅛ ---------- 103 57

Charges:

Freight, $4.10 per bale; B. L. charges, $—	8 20	
Repairing		
Weighing, 10 cents per bale	20	
Drayage and storage, 40 cents per bale 1st mo.; $1.00, 4 m. ex.	2 80	
Rejection and reweighing		
Insurance, marine, — per cent. on $— per bale		
" fire, " " 70c. " 5 m.	1 40	
Commission on sale, 2½ per cent.	2 59	
		15 19
Net proceeds to cr. Mr. W. A. Moore		$88 38

St. Louis, 6 | 16, 1881.

CHARLES G. PEPER & CO.,
Per L.

E. & O. E.

592 EXHIBIT 123.—J. ROBERTSON, *N. P.*

No. —. —.Sales by Charles G. Peper & Co. of 3bales cotton, rec'd 1 | 29, 1881, per I. M. R. R., for account of W. A. Moore. Sold 6 | 21, '81. Sale No. 137.

W. A. M.	
724, M.,	535
717, "	497
726, S. M.,	521
1,553 @ 9⅛	141 71

Charges:

Freight, $4.10 per bale; B. L. charges, $—	12 30	
Repairing		
Weighing, 10 cents per bale	30	
Drayage and storage, 40 cents per bale 1st m.; $1.00, 4 m. ex.	4 20	
Rejection and reweighing, — per bale		
Insurance, marine, — per cent. on $— per bale		
" fire, " " " 70c. " " 5 m.	2 10	
Commission on sale, 2½ per cent.	3 54	
		22 44
Net proceeds to cr. Mr. W. A. Moore		$119 27

St. Louis, 6 | 16, 1881.

E. & O. E. CHARLES G. PEPER CO.,
Per L.

EXHIBIT 124.—J. ROBERTSON, *N. P.*

No.—. —Sales by Charles G. Peper & Co. of 4 bales cotton, rec'd 1 | 31, 1881, per I. M. R. R., for account of W. A. Moore. Sold 6 | 2, '81. Sale No. 137.

W. A. M.	
738, S. M.,	390
736, "	432
774, M.,	335
778, S. M.,	506
1,663 @ 9⅛	151 75

Charges:

Freight, $4.10 per bale; B. L. charges, $—	16 40	
Repairing		
Weighing, 10 cents per bale	40	
Drayage and storage, 40 cents per bale 1st m.; $1.00, 4 m. ex.	5 60	
Rejection and reweighing, — per bale		

Insurance, marine, — per cent. on $— per bale		
" fire, " " " 70c. " " 5 m.	2 80	
Commission on sale, 2½ per cent.	3 79	
		28 99
Net proceeds to cr. Mr. W. A Moore		$122 79

St. Louis, 6 | 6, 1881.

CHARLES G. PEPER & CO.,
Per L.

E. & O. E.

593 EXHIBIT 125.—J. ROBERTSON, *N. P.*

No. —. —Sales by Charles G. Peper & Co. of 6 bales cotton, received 2 | 1, 1881, per I. M. R. R., for account of W. A. Moore. Sold June 6 | 2, '81. Sale No. 137.

W. A. M.			
763, M.,	507		
768, "	443		
	950 @ 9⅛	86 69	
746, M., tinge,	452		
757, M.,	502		
780, " st.,	443		
781, S. M.,	438		
	1,835 @ 9⅛	167 44	
			254 13

Charges:

Freight, $4.10 per bale; B. L charges, $——	24 60	
Repairing		
Weighing, 10 cents per bale	60	
Drayage and storage, 40 cents per bale 1st mo.; $1.00, 4 m., ex.	8 40	
Rejection and reweighing, — per bale.		
Insurance, marine, — per cent. on $— per bale		
" fire " " 70c. " 5 m.	4 20	
Commission on sale, 2½ per cent.	6 35	
		44 15
Net proceeds to cr. Mr. W. A. Moore		$209 98

St. Louis, 6 | 16, 1881.

CHARLES G. PEPER & CO.,
Per L.

E. & O. E.

EXHIBIT 126.—J. ROBERTSON, *N. P.*

No. —. —Sales by Charles G. Peper & Co. of 1 bale cotton, received 2 | 2, 1881, per I. M. R. R., for account of W. A. Moore. Sold 6 | 2, '81. Sale No. 137.

W. A. M.
769, S. M., 440 @ 9⅛ ---------- 40 15

Charges:

Freight, $— per bale; B. L. charges, $—	4 10	
Repairing		
Weighing, 10 cents per bale	10	
Drayage and storage, 40 cents per bale 1st m.; 75c., 3 m. ex.	1 15	
Rejection and reweighing, — per bale		
Insurance, marine, — per cent. on $— per bale		
" fire, " " " 60c. " 4 m.	60	
Commissions on sale, 2½ per cent.	1 00	
		6 95

Net proceeds to cr. Mr. W. A. Moore ---------- $33 20

St. Louis, 6 | 16, 1881.

CHARLES G. PEPER & CO.,
E. & O. E. Per L.

594 EXHIBIT 127.—J. ROBERTSON, *N. P.*

No.—. —Sales by Charles G. Peper & Co. of 11 bales cotton, rec'd 2 | 7, 1881, per I. M. R. R., for account of W. A. Moore. Sold 6 | 2, '81. Sale No. 137.

W. A. M.

800, G. M.,	493
801, M.,	480
803, S. M.,	491
802, "	442
794, "	490
813, M.,	440
805, S. G. M.,	497
807, S. M.,	475
808, G. O.,	533
811, M.,	493
814, S. M.,	537
5,371 @ 9⅛	490 10

Charges:

Freight, $4.10 per bale; B. L. charges, $—	45 10	
Repairing 1 hoop	15	
Weighing, 10 cents per bale	1 10	

Drayage and storage, 40 cents per bale 1st mo.; 75c., 3 m. ex.	12 65	
Rejection and reweighing, — per bale		
Insurance, marine, — per cent. on $— per bale		
" fire, " " " 60c. " 4 m.	6 60	
Commission on sale, 2½ per cent.	12 25	
		77 85
Net proceeds to cr. Mr. W. A. Moore		$412 25

St. Louis, 6 | 16, 1881.

CHARLES G. PEPER & CO.,
Per L.

E. & O. E.

595 EXHIBIT 128.—J. ROBERTSON, *N. P.*

No. —.—Sales by Charles G. Peper & Co. of 2 bales cotton, rec'd 2 | 8, 1881, per I. M. R. R., for account of W. A. Moore. Sold 6 | 2, '81. Sale No. 137.

W. A. M.
708, M., 462
701, " 464

926 @ 9⅛ ---- 84 50

Charges:

Freight, $4.10 per bale; B. L. charges, $—	8 20	
Repairing 1 hoop	15	
Weighing, 10 cents per bale	20	
Drayage and storage, 40 cents per bale 1st mo.; 75c., 3 m. ex.	2 30	
Rejection and reweighing, — per bale		
Insurance, marine, — per cent. on $— per bale		
" fire, " 60c. " 4 m.	1 20	
Commission on sale, 2½ per cent.	2 11	
		14 16
Net proceeds to cr. Mr. W. A. Moore		$70 34

St. Louis, 6 | 16, 1881.

CHARLES G. PEPER & CO.,
Per L.

E. & O. E.

EXHIBIT 129.—J. ROBERTSON, *N. P.*

No. 188.—Sales by Charles G. Peper & Co. of 1 bale cotton, rejection, rec'd 12 | 24, 1881, per I. M., for account of W. A. Moore. Sold 6 | 15. Sale No. 141.

W. A. M.
443, seedy, 542 @ 9 ---- 48 78

Charges:

Freight, $4.10 per bale; B. L. charges, $—	4 10	
Repairing		
Weighing, 10 cents per bale	10	
Drayage and storage, 40 cents per bale 1st mo.; $.25, 5 m. ex.	1 65	
Rejection and reweighing, 25c. per bale	25	
Insurance, marine, — per cent. on $— per bale		
" fire, " " " 80c. " 6 m.	80	
Commission on sale, 2½ per cent.	1 22	
		8 12
		$40 66

St. Louis, 6 | 16, 1881.

CHARLES G. PEPER & CO.,
Per L.

E. & O. E.

596 EXHIBIT 130.—J. ROBERTSON, *N. P.*

No. 793.—Sales by Charles G. Peper & Co. of 5 bales, rec'd 1 | 29, 1881, per I. M. R. R., for account of W. A. Moore. Sold 6 | 15. Sale No. 141.

W A. M.

725, water p.,	463, @ 9	41 67	
Pickings,	122, @ 2	2 44	
714, mix. & st.,	412		
727, mix. & D.,	429		
722, "	400		
728, " & D.,	427		
	1,668 @ 9	150 12	
			194 23

Charges:

Freight, $4.10 per bale; B. L. charges, $—	20 50	
Repairing picking bill herewith	1 50	
Weighing, 10 cents per bale	50	
Drayage and storage, 40 cents per bale 1st mo.; $1.00, 4 m. ex.	7 00	
Rejection and reweighing, 25c. per bale	1 25	
Insurance, marine, — per cent. on $— per bale		
" fire, " " 70c. " 5 m.	3 50	
Commission on sale, 2½ per cent.	4 86	
		39 11
Net proceeds to cr. Mr. W. A. Moore		$155 12

St. Louis, 6 | 16, 1881.

CHARLES G. PEPER & CO.,
Per L.

E. & O. E.

ST. LOUIS, MO., *Feb'y 19th*, 1881.

We certify that we overhauled and repaired bale of cotton No. 22758, W. A. M., 725, from Peper Compress Co., for account Mess. Charles G. Peper & Co., and found same badly damaged by water.

Weights—When received, 607; when repaired, 485.
Damaged cotton, 122.
Loss by drying, ——.

Respectfully, SQUIRES & CO.

Messrs. Charles G. Peper & Co. to Squires & Co., Dr.

Repairing cotton bale No. 22758	1 50
Drayage	
Bagging	
Ties	
Total	

Cr.

By damaged cotton, 122 @ 2	2 44
Balance to your credit	94

597 In the U. S. Circuit Court for the Eastern District of Arkansas.

S. W. FORDYCE *vs.* C. G. PEPER & Co. and GEO. G. LATTA.

Take notice, that we shall proceed to take the depositions of C. G. Peper, the book-keepers of C. G. Peper & Co. (whose names are to us unknown), together with the books of account of said Peper, consisting of ledgers, journals, day books, blotters, cash-books, cotton account books of all descriptions, showing the cotton transactions of said Peper & Co. with W. A. Moore, of Hot Springs, Arkansas, and all other account-books; also the depositions of the persons to whom the cotton of said Moore, shipped to said Peper & Co., was sold at St. Louis, Missouri, whose names are to us unknown, at the office of Augustus Biniswanger, at St. Louis, Missouri, on Olive street, No.
506 (room 3), in said city, on the 1st day of July, 1881, to be
598 used at the hearings, both preliminary and final, of the above entitled cause, when and where you may be present; and if the depositions are not completed on said day, they will be continued over from day to day until concluded.

Given this 25th day of June, 1881.

COHN & COHN AND
MURPHY & RECTOR,
Att'ys for S. W. Fordyce.

Due service admitted this 25th of June, 1881.

W. G. WHIPPLE,
Att'y for Peper.

THE STATE OF MISSOURI, *City of St. Louis:*

To Charles G. Peper, Greeting:

You are hereby commanded that, setting aside all manner of ex-

cuse and delay, you be and appear before Julius Robertson, a notary public within and for the city of St. Louis, in the State of
599 Missouri, on the 1st day of July, A. D. 1881, at the hour of 10 o'clock in the forenoon of said day, at the office of Augustus Binswanger, No. 506 Olive street, in said city, room 3, then and there to testify and the truth to say in a certain cause now pending in the United States circuit court for the eastern district of Arkansas, wherein S. W. Fordyce is plaintiff and C. G. Peper & Co. and George G. Latta are defendants, on the part of said plaintiff.

And you are hereby commanded to bring, produce, and have with you, on your said appearance at the above-mentioned time and place, all the books of account of said C. G. Peper & Co., consisting of ledgers, journals, day books, blotters, cash-books, cotton account books of all descriptions, showing the cotton transactions of said Peper & Co. with W. A. Moore, of Hot Springs, Arkansas, and all the account books of the said C. G. Peper & Co.

Hereof fail not at your peril. And the person or officer
600 serving this writ is commanded to have the same before the said Julius Robertson at the time and place aforesaid, certifying that he executed the same.

Witness my hand and seal as notary public within and for the said city and State, at the city of St. Louis, on this, the 29th day of June, A. D. 1881.

My commission as notary public will expire July 5th, A. D. 1881.

[SEAL.] JULIUS ROBERTSON,
Notary Public, St. Louis, Mo.

Executed subpœna in the city of St. Louis on the 29th day of June, 1881, by delivering a copy of the same to the within named witness, Charles G. Peper.

ISAAC M. MASON, *Sheriff*,
By MICHAEL W. KATORSKY, *D'p'ty.*

Fees 50c. Paid by J. Robertson.

ISAAC M. MASON,
By J. H. H.

601 In the Circuit Court of the United States for the Eastern District of Arkansas.

S. W. FORDYCE, Plaintiff,
vs.
C. G. PEPER & Co. and GEORGE A. LATTA, Defendants.

STATE OF MISSOURI,
Eastern District of Missouri, City of St. Louis:

The deposition of witnesses taken on the days hereinafter named, beginning on the 1st day of July, 1881, at the office of Augustus Binswanger, Esq., No. 506 Olive street, room 3, in the city of St. Louis, State of Missouri, to be read in evidence in an action between S. W. Fordyce, plaintiff, and Charles G. Peper & Co. and Geo. G.

Latta, defendants, pending in the United States circut court for the eastern district of Arkansas.

And now on this first day of July, A. D. 1881, the parties to said suit, both plaintiff and defendant-, having duly appeared be-
602 fore the undersigned notary public, through their respective counsel, to wit, Mess. Cohn & Cohn, of counsel for plaintiff, and Messers Hitchcock, Lubke & Plager, of counsel for defendants; and on motion of defendants' counsel and by consent of counsel for plaintiff and for defendants aforesaid, the further taking of these depositions was adjourned to to-morrow at 10 o'clock a. m., July 2nd, 1881, then to be resumed at the office of Charles G. Peper & Co., number 248 Main street, on the northeast corner of Walnut and Main streets, in the city of St. Louis aforesaid.

JULIUS ROBERTSON,
Notary Public.

Pursuant to adjournment as above stated, on this 2nd day of July, A. D. 1881, at the office of Charles G. Peper & Co., on the northeast corner of Main and Walnut street-, in the said city of St. Louis, the aforesaid counsel for plaintiff and defendant being present,
603 and expressly waiving all objections as to time and place of taking these depositions, I continued the taking of the same as follows, to wit:

CHARLES G. PEPER, a witness of lawful age, called on behalf of the plaintiffs herein, and residing at the city of St. Louis, State of Missouri, more than one hundred miles from the place where this cause is to be tried, being duly cautioned to tell the whole truth, and being carefully examined, deposes and says, as follows:

(NOTE.—The counsel for complainant and counsel for respondent agree that all objections as to relevancy and competency are reserved, to be made at any time before or at the time of the trial of the cause.)

My name is Charles G. Peper; residence, St. Louis, Missouri; I am twenty-five years of age, and I am by occupation a cotton factor and commission merchant; I am a member of the firm of Charles G. Peper & Co., and am the only member of the firm, the com-
604 pany being nominal.

I know Walter A. Moore, of Hot Springs, Arkansas, and have had transactions with him; I think we started in with him in July or August, 1880; we made him advancements for shipments, and by September of that year he was owing us seven thousand two hundred and seventy-one $\frac{51}{100}$ dollars. Up to that time no cotton had been received by us from him. We then sent our agent down, and he stated that Moore would commence shipping; the agent's name is Capt. John H. Morgan; and then Moore commenced shipping; he did not ship very much though; so we wrote to him that if he did not want to ship the cotton to remit us the money he owed us. Then he wrote that he would ship cotton, but that the farmers were not bringing it in, the weather was too bad. After September 28th, 1880, we continued to advance him money by paying his
605 drafts up to his collapse, on or about May 16th, 1881 (the wit-

ness here produced a statement of account in six sheets, and makes same a part of this deposition, marked Exhibit "A"); the advances made will be shown on pages one, three, five, and six, and part of seven of said statement. The first cotton was received on November 12th, 1880; that was sold and accounted for; there were nine bales; shipments did not come regularly after that till after New Year's, though cotton was occasionally received during November and December. It is usual to charge interest on all advances as they are made, and when the cotton is sold to give him credit at once for proceeds of sale, and in casting interest accounts interest is credited on those advances; the interest charged is ten per cent. We have always charged interest on freights advanced; I do not know whether it is the usual custom here for merchants to charge interest on freights advanced, but I think all of our merchants do so;
606 according to the rules of our cotton exchange we are entitled to charge interest on freights. As to freights on cotton, and also insurance, we charge the shipper exactly what we have to pay. The rates of freight are the same all the season through; we get no rebate; the rates of freight are fixed at Hot Springs. In the matter of insurance, we take out a general insurance policy to cover all expected cotton during a certain period. Sometimes the receipts of cotton overrun this policy, and sometimes they run short. The regular charges fixed by custom are twenty-five cents a bale for the first month, fifteen for the second month, and ten cents a month thereafter. (The witness here introduces and attaches to his deposition a pamphlet copy of the constitution of the St. Louis Cotton Exchange, with rules, regulations, and by-laws, marked Exhibit "B.")

There was no understanding between my firm and Mr.
607 Moore as to where the cotton shipped by him was to be sold. We first sold sixty-two bales on December 24th, 1880. On January 19th, 1881, one bale, and on January 26th, four bales, making together sixty-seven bales. We rendered him an account for same, and it was accepted by him as satisfactory. On February 14th, 1881, we sold two hundred and fifty-six bales; twenty-seven of these were rejected by the purchaser, Orthwein & Brother, of St. Louis, leaving two hundred and twenty-nine bales delivered. How we came to sell that cotton was, we thought we saw that low cottons were plentiful, and we expected prices to go lower, we thought, and we wrote to them, Moore or Mr. Morgan, we would sell three hundred bales. Mr. Morgan was at Hot Springs at the time, and after we had sold the cotton, and after delivering, then when we wanted to notify Mr. Moore of this sale, as was the custom, we got a telegram from Mr. Moore, which I here produce, marked Exhibit "C;" then
608 when we got that telegram we thought first we would notify Moore of the sale; and after thinking over the matter we thought we had better not to do, because if cotton went up after this sale was made he would have blamed us for selling it, and would not have shipped us any more cotton, so we then went to work and took the sale as our own; that cotton sold on a basis of middling at $11\frac{1}{8}$, the entire two hundred and twenty-nine bales. This sale to

Orthwein & Brother took in four hundred and thirty-one bales, of which two hundred and twenty-nine were Moore's, and the balance belonged to other parties. The sale, if accounted for to Mr. Moore at that time, would have netted Mr. Moore one thousand dollars — than as accounted for by us, under date of June 2nd, 1881, and Mr. Moore would have saved the additional insurance, interest, and storage, amounting to about three hundred dollars, making an entire aggregate of about thirteen dollars. These twenty-seven
609 bales rejected remained in our hands till June 2nd, 1881, when we sold them, together with other cotton of Mr. Moore's, making in all six hundred and thirty bales, to Adolphus Meier & Co., of the St. Louis cotton factory. On May 21st, 1881, we caused to be served on Mr. Moore a notice of which the exhibit hereto attached, marked "D," is a copy.

A copy of this notice was also served upon Mr. Fordyce, who admitted to me afterwards in St. Louis having received it; the six hundred and thirty bales sold to Adolphus Meier & Co. were sold in one sale on June 2nd, 1881; fifty-seven out of that lot were rejected, leaving five hundred and seventy-three straight; then the fifty-seven rejected were sold by us to Meier & Co. at a reduced price, and the whole closed as of June 2nd for the whole six hundred and thirty bales, although several days elapsed during
610 which they were making their inspections; one bale in addition to the foregoing was consigned to us, but received by D. P. Rowland & Co., and by them sold, and they turned the proceeds over to us yesterday. We have on hand, in addition to the foregoing, one water pack and one bale of moats, and one water pack sold and not rendered; that is to say, we have not made an account of it, making four bales of cotton not accounted for, including Rowland's before, and corresponding with the statement on Exhibit "A;" that on June 16th, 1881, we had on hand three bales and one to arrive; we did not hold any of his cotton up to June 16th, 1881, by reason of any of Mr. Moore's instructions *instructions;* we did not sell it earlier because he owed us too much money, and we thought it would break him to sell this cotton for him. After Moore made his assignment we gave Moore the notice, as shown in Exhibit "D." Having received a telegram that Moore's
611 note was protested held by another house in January, I went down to Hot Springs to see what the trouble was. He then owed us about four thousand dollars in excess of the value of the cotton we had on hand for him. Moore and myself and John H. Morgan talked the matter over, and I came to the conclusion I had better help Moore along, and advanced him twenty-six hundred and some odd dollars in cash, which enabled him to protect the protested note and to pay other maturing bills. Moore said if we would do that he would secure us by giving us a deed of trust on his real property, and would give us a bill of sale for thirteen wagons and notes upon William H. Graves for three hundred dollars, and secured by deed of trust, and a half interest in the account against one Reeves. He, Moore, also agreed to sell his real estate as
612 soon as he could to pay off the debts and to pay us. We gave him the $2,600.00 in drafts, which is charged in the Exhibit

"A," and he gave us a bill of sale of the thirteen wagons for seven hundred and forty-two $\frac{10}{100}$ dollars. He also gave us six notes on one William H. Graves for fifty dollars each, and then he gave us his own three notes for $2,433.46 each, secured by deed of trust; and he also gave us his own note for $100.00, which is not secured by deed of trust. These notes are all described on page eleven of Exhibit "A." We credited all of these notes to his account; also the sale of the wagons, as appears in Exhibit "A." At that time Moore gave me directions to sell or hold his cotton as I thought best.

Question. If you had full discretion to sell or retain the cotton as you thought best for his interest, why did you not sell the cotton on hand and belonging to Mr. Moore when it realized fair prices in this market, and much more than it was finally sold for?

613 Answer. That is a hard question to answer. If we had sold the cotton right then he would have lost to- much money on it, and if he lost, why he would have blamed us for it. That is all the reason I can give.

Question. You thought it for the interest of Mr. Moore to sell a portion of this cotton on the 14th of February, 1881, why would it not have been for the interest of Mr. Moore to sell the whole of his cotton at that time?

Answer. We sold the 229 bales for the reason that it was low cotton. We picked out everything below middling for the reason that the low grades were selling well at that time, and a great many were received here every day, and I saw that the receipts coming into market were mostly of the low grade, and we thought it best to sell.

Question. How did the better grades of cotton sell at that time in comparison with the low grades of cotton that were sold by you for Mr. Moore?

614 Answer. They did not sell as well, as orders were coming in more and more for low grades.

Question. What was the ruling price of all grades of cotton on February 14th, 1881, as compared with the same grades on June 2nd, 1881?

Answer. The prices were higher on February 14th, 1881, than they were on June 2d, 1881. I here produce two quotations of cotton in this market, one of February 14th, 1881, and one of June 2nd, 1881, respectively marked Exhibit "E & F."

Question. I see by Exhibits "E & F" to your deposition, that about the same advantage in quotations ruled on the 14th day of February, 1881, over those of June 2nd, 1881, in all the different grades of cotton thereon quoted, why then would it not have been to the advantage of your consignor, Mr. Moore, to have sold on said February 14th all the cotton you had on hand at that time for said Moore, if you had, as you claim, discretion to sell whenever

615 you thought it advantageous to said Moore to do so?

Answer. Well, we did not think the good cotton would go any lower, and we were a little uneasy about the low grades, but thought the good grades would hold their own. We did not like to

sell the balance of the cotton, because Mr. Moore was so heavily indebted to us, and that if we would have sold it it would have broken him. We were afraid of that.

Question. You say in your last and previous answers that Mr. Moore was at this time heavily indebted to you, and fearing that the selling of the balance of the cotton you held for him would break him, you preferred him not to see the remainder at that time, but is not a fact that by the very course you pursued, Mr. Moore, became still deeper indebted to you by reason of interest, insurance, and storage?

Answer. As a matter of course, yes.

Question. Do you remember at what time between the 14th
616 day of February, 1881, cotton sold readiest, and at the highest price in this market.

Answer. There was a steady decline from the 14th day of February, 1881, down to the 2nd day of June. The market did not rally during that time, and has not changed since June 2nd and up to the present day.

Question. In your account of sales rendered to Mr. Moore of cotton sold for him I notice a great discrepancy in weights returned to him as compared with the original weights furnished you as follows: I find 692 bales incur an average loss of ten pounds per bale. In the same lot of cotton I find 116 bales which gain four pounds and a half per bale, and forty odd bales neither gain nor lose; now explain, if you can, this discrepancy.

Answer. I did not see the cotton, and know nothing about that. The cotton is weighed here in the cotton warehouse, and we sell by samples, which samples are taken from the cotton in the warehouse, and the cotton is first weighed for us and reweighed for the
617 pur[chaser], both by official weighers, who make certificates, they being licensed. H. A. Block did the weighing *did the weighing* for us, and has done weighing for us for several years.

Question. Did you or did you not have at any time any understanding regarding the sale of Mr. Moore's cotton? If so, state what these instructions were; state also whether you gave Mr. Moore any advice at any time in relation to the sale of this cotton; and, if so, whether said advice was verbal or in writing, and if the latter, then please produce the original or copies thereof, and make them exhibits attached to your deposition.

Ans. Before June 2nd, 1881, I had only one interview with Mr. Moore, and he then gave me discretion to sell, as already stated by me. I wrote to him nine letters, marked, respectively (one being a telegram), Exhibits G, H, I, K, L, M, N, O, and P, and copies of these letters and telegram are hereto attached and made part of this deposition. Since my visit to Mr. Moore in Jan-
618 uary I have received from him, among other-, letters and telegram, now hereto attached, marked Q, R, S, and T.

Ques. Did you ever have any understanding with Mr. Moore in relation to funds advanced him before receiving any shipments of cotton from him, or during and after such shipments of cotton by Moore had been commenced and continued? If so, state what rate

per cent. interest you were to have, and whether interest was to be charged on each and all of your outlays.

Ans. Yes; the agreement was ten per cent. interest on all sums we paid out on his account, with the exception of storage and insurance. Drayage we don't pay.

Adjournment.

Not being able to complete the taking of these depositions, by reason of the lateness of the hour, I adjourned the further taking to next Tuesday, July 5th, 1881, the intervening days being legal holidays, then to be continued at the same place and at the
619 hour of 10 o'clock a. m.

JULIUS ROBERTSON,
Notary Public.

Pursuant to adjournment as above stated, on this 5th day of July, 1881, at the office of C. G. Peper & Co., northeast corner of Main and Walnut streets, St. Louis, beginning at 10 o'clock a. m., I continued the taking of said depositions as follows, to wit:

CHARLES G. PEPER, in continuation of his deposition begun July 2nd, 1881, deposes and says as follows:

I have no theory on the subject of the loss or gain in weight on the cotton shipped by W. A. Moore, and sold for him as I have stated in my testimony given last Saturday.

Question. Please look at these account of sales, marked numbers from seven hundred and thirty to eight hundred and thirteen, both inclusive, and state whether you acknowledge them as having been rendered from your office, and whether they are
620 the originals and true copies from your books.

Answer. Yes; the said account of sales are here introduced and attached to my deposition, marked Exhibits 1 (one) to eighty-four (84), both inclusive.

Question. How does it come that the returns here on these accounts of sales, just offered as exhibits, do show the numbers of the bales of cotton shipped to you by Mr. Moore consecutively, but jumps around at randum; and state also how it comes that the cotton reported sold on one day is scattered and divided into so many accounts of sales of small lots all of same date, when one account of sales could have covered the whole lot sold on that day?

Answer. We receive the cotton as delivered to us by the warehouse, and we enter the same on our books as the cotton notes read; the warehouse takes its own numbers regardless of the ship-
621 per's numbers, and we get our samples from the cotton by our own warehouse number here; to understand this I will here introduce a copy of the warehouse receipt form or cotton note in use here in elucidation of any explanation; the following is a copy:

"Peper Cotton Compress, No. **** St. Louis.

Received in store for C. G. Peper & Co. one bale of cotton in apparent good order, of the above number and following marks:

□ □ Deliverable to bearer upon the return of this receipt and
□ □ payment of warehouse charges, risk of fire excepted.
Marks. ——— ———, *Treas.*
——— ———, *Supt.*

And the place where the stars are is the warehouse number, and where the blocks are is found the marks on the bale, and the shipper's number which is also marked on the bale; every bale of cotton received here is represented by one of the above cotton notes, which comes to our office from the warehouse with a sample of the article; the warehouse number is the
622 means of identifying the bale here, whereas the shipper's number identifies to us the bale as belonging to the shipper, the reason why the accounts of sales are so much divided is because cotton arriving at different times is entered at the time of arrival, and accounts of sales rendered to represent such arrivals, and in accordance with the storage due thereon, which could not be done as conveniently in one general account of sales. I am not the owner of the warehouse, but my father is. The business is run by a corporation. It is a stock company, in which my father has a very large interest. Fractions of months are charged as full months in charges of storage by the warehouse rules. The aggregate weight of the two hundred and twenty nine bales of cotton sold for Mr. Moore on the 14th of February, 1881, is one hundred and eleven thousand five hundred and forty-one pounds. This is the
623 weight as returned to us from the warehouse. These 229 bales as to quality were all below middling, and the amount realized by us on the sale of these 229 bales in February was, as already stated by me, about one thousand dollars more than as accounted for in June. Upon reviewing my calculation as to what Mr. Moore would have saved in insurance, storage, and interest if these 229 bales had been rendered as sold on February 14th, I find that the item would have been about as follows, say, a little more or less—

229 bales, storage 4 months, at 25c. per month per bale	$229 00
Insurance about	91 00
Interest about	333 00

Cross-examination by Mr. LUBKE, counsel for defendants:

If cotton had gone up after February 14th and to June 2d, we would have been obliged to render the 229 bales at the price the rest would have been sold at in June. I own and hold the
624 notes which were given with the deed of trust and secured thereby. The statement on page eleven (11) of Exhibit "A" is a correct statement to June 16th of the amount due on the notes. Since that time I have received from Mr. Latta a remittance, which is explained by his letter marked "U," hereto attached. The

amount I received was one hundred and twenty-nine $\frac{10}{100}$ dollars, of which I credited twenty-two dollars on the $100.00 note, and the balance on the first large note secured by the deed of trust. The deed of trust and note secured thereby were given for the money which Mr. Moore then owed us, and we credited the amount of the notes to Mr. Moore in his current accounts. We bought the wagons from him at a fixed price of seven hundred and forty-two $\frac{10}{100}$ dollars. On June 28th we received from D. P. Rowland for the bale of cotton already explained thirty-two $\frac{17}{100}$ dollars. The water pack sold by us gives Mr. Moore's account a further credit of sev-
625 enteen $\frac{29}{100}$ dollars, and this leaves undisposed of one water pack and one moat, worth together not exceeding ten to twenty-five dollars. I have no interest in the Peper Compress Company directly or indirectly, nor any direct or indirect interest either in the interest of Orthwein & Brother or in that of A. Meier & Co.

Mr. Moore owes me now the balance on the notes secured by the deed of trust, the balance due on the $100.00 note after deducting twenty-two dollars, mentioned above, and he owes us the balance of $4,984.96, on open current account, Exhibit A, less $32.17 received from Rowland, and $17.29, proceeds of sale of one water pack. When we made the sale to A. Meier & Company of the large lot of six hundred and twenty-nine bales, on June 2nd, they inspected the entire lot and made their rejections. It was weighed by their weigher and our weigher. And then we sold them the rejections.

I produce and attach hereto an account of sale of the
626 water pack, marked Exhibit "85."

Redirect examination-in-chief by Mr. COHEN:

We can restate our account, showing and making separate accounts of sales of the 229 bales sold in February, and I will direct my book-keeper to so do, and attach it as an exhibit to this deposition, which, I understand, is to be taken.

CHARLES G. PEPER.

Subscribed and sworn to before me, this 2nd and 5th days of July, A. D. 1881.

[SEAL.] JULIUS ROBERTSON,
Notary Public.

THEODORE G. MEIER, a witness of lawful age, called on behalf of the plaintiff herein, and residing at the city of St. Louis, State of Missouri, more than one hundred miles from the place where this cause is to be tried, being duly cautioned and sworn to tell the whole truth, and being carefully examined, deposes and
627 says, as follows:

My name is Theodore G. Meier; I am by occupation a merchant; age, forty-four years; I reside at St. Louis, Missouri; I am also treasurer and member of the St. Louis Cotton Factory, an incorporated company. In the capacity of treasurer of said cotton factory company I purchased, on or about the 2nd or 3rd day of

June, 1881, an aggregate of six hundred and thirty bales of cotton from Charles G. Peper & Co. The original purchase was by sample, all straight cotton, but on inspection there were portions rejected, which we bought within a day or two afterwards, as rejected. We bought the straight cotton, and the rejected at 9 cents a pound. I did not see the cotton weighed, but I had my men at the warehouse, who examined the cotton, and whose duty it was to see it weighed, but I do not know whether they performed that duty or not, as we always weighed the cotton at the
628 mill, where it saves us ten cents a bale for the cost of weighing. I am well posted in regard to the daily price of cotton in this market, and have been in my present business for twenty years. The ruling price of cottons were higher in December, January, and to the middle of February than they have been at any time since. The decline commenced about the middle of February and reached bottom about the first of May. It then, during May, rallied a little on the low grades of cotton, but did not reach its former quotations. I cannot give the aggregate weight of the cotton above mentioned, because we only removed it from the Peper Compress Company as we require it for manufacturing purposes, and we have not removed it all. We pay for it by the official weigher's certificate, and weigh it over at our factory as a check on the official weigher. If, in a particular bale, such a large difference be-
629 tween his weight and ours occurs as could not be accounted for by shrinkage, we set aside the bale and send for him to convince him of his error, and he is then made accountable to us for the mistake.

Cross-examination by Mr. LUBKE for defendants:

Adolphus Meier & Co. were practically the agents of the St. Louis Cotton Factory and do the business of that concern, they being the largest stockholders. Charles G. Peper & Co. have no interest in the cotton factory, nor in the business of Adolphus Meier & Company, and Adolphus Meier & Co. have no interest in the business of Charles G. Peper & Co.

THEODORE G MEIER.

Subscribed and sworn to before me, this 5th day of July, A. D. 1881.

[SEAL.] JULIUS ROBERTSON,
Notary Public.

HENRY A. BLOCK, a witness of lawful age, called on behalf
630 of plaintiff herein, and residing at the city of St. Louis, State of Missouri, more than one hundred miles from the place where this cause is to be tried, being duly cautioned and sworn to tell the whole truth, and being carefully examined, deposes and says, as follows:

My name is Henry A. Block. My age forty-four years. I reside at St. Louis, Missouri, and I am by occupation a cotton weigher. I am licenced by the cotton exchange, but not sworn, and as such am

recognized as authority in the matter of weighing, the same as all similarly licenced cotton weighers are. I weigh at many of the presses, but my principal station is at the Peper Compress Company. I do not know whose cotton I am asked to weigh, but only weigh by the warehouse numbers; I am not guided by any other numbers.

631 I have been following this avocation for fifteen or twenty years. I weighed six hundred and thirty-one bales on the 2nd day of June, 1881, sold by C. G. Peper & Co. to A. Meier & Co. I herewith introduce copies from my memorandums of weights of warehouse numbers of said cotton, which is marked Exhibit "V," and made part of my deposition. This exhibit consists of nine sheets, and is dated June 2nd, 1881.

I herewith introduce Exhibit "W," consisting of three sheets, endorsed Sale No. 116, dated February 12th, 1881, which I made part of my deposition. Both exhibits show the warehouse numbers and the weights of the cotton as weighed by me, no tare being on any of said cotton. I also introduce, as Exhibit X to my deposition, sale number 103, covering sixty-seven bales of cotton, dated December 14th, 1880. I also introduce, as Exhibit "Y" to my deposition, sale No. 111, covering three bales of cotton, dated January 19th, 1881. Both of the preceding exhibits show the warehouse numbers and the weights as taken by myself, there being no

632 tare on either of said bales covered by either of said exhibits.

Question. Do you ever make any mistakes in your capacity as cotton weigher in weighing cotton?

Answer. No, not to my knowledge. I have never been charged with having made mistakes in weighing cotton. I am so far absolutely sure of never having made any mistakes that I have never had any fastened upon me. Probably I have made mistakes, but have never been conscious of it. My theory of the discrepancy of weights in cotton is somewhat as follows: The losses occur by the cotton being wet or damp, the proper dockage not being made at the place of shipment, and when it comes here it dries up. Another cause is: Some cotton, when gathered, has more oil in it than other cotton, and is apt to shrink more. I account for the gain in cotton by the different portions of the press where the cotton is stored. In

633 some places it dries more than in others, and in some places—in the cellar, for instance—it may dry very little, or even gain some—a pound or two—in weight by taking in moisture. By the same causes some of it may hold its own. The press where this cotton was stored is under cover. This is my theory on the subject, but I can't say positively how it is. I weighed all of this cotton myself personally, and found it all, except several waterpacks, in good order. When cotton is in good order I can weigh seven or eight hundred bales a day.

The exhibits introduced by me are taken exclusively from my books from the original entries made by me therein. I am not related to any of the defendants in this cause.

Cross-examination by Mr. LUBKE, for defendants:

I made out the exhibits introduced by me, hereto attached, to-day, and had to go over my books to do it.

H. A. BLOCK.

Subscribed and sworn to before me, on this 5th day of July, A. D. 1881.

[SEAL.] JULIUS ROBERTSON,
Notary Public.

634 HENRY GUHNE, a witness of lawful age, called on behalf of the plaintiff herein, and residing at the city of St. Louis, State of Missouri, more than one hundred miles from the place where this cause is to be tried, being duly certified and sworn to tell the whole truth, and being carefully examined, deposes and says as follows, namely:

My name is Henry Guhne; my age is thirty-eight years; I reside at St. Louis, Missouri, and I am by occupation a cotton broker; I am not related to any of the parties to this cause, except as cotton broker. I attend buying cotton for Orthwein & Brother. I bought some cotton from Charles G. Peper & Co. for Orthwein & Brother in February last. I bought one lot of four hundred and thirty odd bales. I do not remember the weights of these bales, but have the weights in my weight book. By referring to my weight book
635 I could give you the exact weights. I can furnish them to-morrow. I can also tell you the prices I gave for that cotton by referring to my books, and will bring a memorandum of said prices to-morrow. Mr. Peper asked me to come up and testify, and I am here in accordance with that request. All of the purchasing transactions of cotton of Orthweim & Brothers, who are foreign shippers of cotton, are made through me.

(Adjournment from July 5th to July 6th.)

Not being able to complete the taking of these depositions, by reason of the lateness of the hour and the necessity of having certain memoranda and papers in possession of the last-named witness, and which could not be produced to-day, I adjourned the further taking of the same till to-morrow, at the hour of half-past two in the afternoon, then to be continued at the place last aforesaid.

JULIUS ROBERTSON,
Notary Public.

636 Pursuant to adjournment, as above stated, on this 6th day of July, A. D. 1881, at the office of Charles G. Peper & Co., northeast corner of Main and Walnut [streets], St. Louis, Missouri, I proceeded with the taking of said depositions, as follows, viz:

HENRY GUHNE, in continuance of his deposition begun yesterday, further deposes and says:

That lot of cotton was bought by me on the 12th day of February, 1881, and consisted of four hundred and thirty-one bales; I paid

ten and a quarter cents for it. The total weight of the 431 bales is two hundred and ten thousand four hundred and eighteen pounds. There were three hundred and seventy-eight bales of that lot, straight, weighing 183,874 pounds, and fifty-three bales rejected, weighing 26,544 pounds. These figures are taken from my books, as entered at the time. I am purchased no other lot of cotton
637 for Orthwein & Brother from C. G. Peper & Co. during February, 1881. I could not give the original numbers, but only the warehouse numbers, which are the only numbers we are guided by here.

H. GUHNE, *Broker.*

Sworn and subscribed to before me, on this 5th and 6th days of July, A. D. 1881.

JULIUS ROBERTSON,
Notary Public.

FREDERICK LIPPHARDT, a witness of lawful age, called on behalf of plaintiff herein, and residing at the city of St. Louis, State of Missouri, more than one hundred miles from the place where this cause is to be tried, being duly cautioned and sworn to tell the whole truth, and being carefully examined, deposes and says, as follows:

My name is Frederick Lipphardt; I am thirty-four years of age; I reside at St. Louis, Missouri, and am by occupation a book-
638 keeper, being now employed as book-keeper for C. G. Peper & Company. All the transactions in the past year between C. G. Peper & Company and W. A. Moore, of Hot Springs, Arkansas, have passed through my hands as the book-keeper as aforesaid. I was away one week or ten days at Hot Springs to interview Mr. Moore, and upon my return I posted the *the* transactions which happened during my absence. When we received a bill of lading of a shipment of cotton we copy the marks as they appear thereon in our cotton ledger, together with the shipper's number or private marks, or both if any, so as to enable us to always trace up the cotton, or particular bale of cotton, in case of an emergency.

In the summer time, before Sept. 1st of each year, we give authority to the Peper Cotton Compress Company to receive from the various railroads all the cotton consigned to us, and to take
639 care of it for us. Beginning September 1st, the Peper Cotton Compress Company starts with number "one," and thereafter numbers consecutively each bale of cotton received by said compress company, no matter from whom. The company receives our cotton and issues us a cotton note for each bale, stating warehouse number and shipper's marks, as shown in Mr. Peper's deposition; when we get the cotton note we also get a sample of each bale wrapped in a paper, in which is written the warehouse number and shipper's marks. We enter the cotton notes from the warehouse consecutively as we get them, and in a separate book kept for that purpose, called the warehouse book. From the warehouse book we post the warehouse number opposite the shipper's marks and numbers into the cotton, also the date of the arrival of the cotton, as shown

by the cotton note. When we sell the cotton we give an order on the warehouse for such cotton as we want, and
640 designate it by the warehouse numbers, commencing with the smallest numbers and proceeding upwards, taking the number in the order received; the sales are entered in the sales book in the same way as just described. Next we get the weigher's certificate showing the weight of each bale, opposite the warehouse number, also a separate certificate stating the rejections and the grounds thereof. From the weigher's certificate we copy the weights in our sales books. We add up the weights in our sales books so as to make sure that the weights agree; then we deduct the rejections, if any, and proceed to make a bill to our purchaser. Then on the day of sale we notify our consignor of the sale, and as soon thereafter, as practicable, we make out our account of sales. Since September 1st, 1880, we have received altogether from Mr. Moore nine hundred and twenty-nine bales of cotton, which includes one bale received by D. P. Rowland & Co., and accounted for by Rowland & Co. to us. I cannot give the relative weights,
641 as claimed by our consignor, and as compared with the weigher's certificate, because the weights are not given to us by the consignor, except as to the first sixty-seven bales which are not comprised in the accounts of sales introduced in Mr. Peper's deposition and marked 1 to 84. The accounts of sales introduced by Mr. Peper as exhibits from 1 to 85, inclusive, to his deposition, were all made out by myself. They are all originals and true copies from the books, except such explanations respecting them as I will hereafter make. These exhibits comprise the lot of cotton sold to Adolph Meier & Co. and to Orthwein & Brother. I can give or furnish a separate account of the 229 bales sold to Orthwein & Brother on February 14th, 1881, according to the sale on that date.

I here produce accounts of sales of the 228 bales sold on the 14th of February, 1881, and one rejected bale (out of the 229 bales),
642 which one bale was sold by mistake, making 229 bales in all. They are marked by me under the letters "E. & O. E.," from 1 to 24, inclusive, and are marked by the notary as exhibits from 89 to 109, both inclusive.

The accounts of sales first made and introduced by Mr. Peper to his deposition, numbered from 730 to 750, both inclusive, cover the 229 bales of cotton sold to Orthwein & Brother, and 85 bales of the cotton sold to A. Meier & Co. Now, having just introduced as part of my deposition 86 to 109, both inclusive (No. 1 to 24), I herewith also introduce new accounts of sales numbered 25 to 43, both inclusive, marked by the notary as Exhibits 110 to 128, both inclusive, covering these 85 bales sold to A. Meier & Co.. The accounts of sales marked 751 to 813, introduced as exhibits by Mr. Peper to his deposition, are correct, and remain unchanged; except number 788, for which I now introduce new accounts of sales under my blue number 44
643 (Exhibit 129), the old number, 788, shows two bales, while the new number herewith introduced shows only one bale, the remaining bale of the *the* old number appearing in my blue number 24, (exhibit 109.) Also number 793, account of sales as intro-

duced by Mr. Peper, in which bale No. 725 is rendered as a mixed pack, and in my blue number, 45 (Exhibit 130), now introduced herewith, shows said first bale to be water-packed, with increased charges and reduced weight. The foregoing are my explanations hereinbefore promised. Referring to my new account of sales just introduced necessitates also a new balance sheet due June 16th, 1881, to Peper & Co., based on said new account of sales just mentioned. Such new balance sheet, made out by myself, is herewith introduced as Exhibits 131 and 132. When I was at Hot Springs on March last I urged Mr. Moore to put his cotton on the market for sale,
644 as cotton was going down, especially for low grades, but he said he would prefer to hold, and he would dispose of his real estate for the purpose of reducing his indebtedness to Peper & Co. I am not related to Mr. Peper. When I was in Hot Springs in March last I did not make mention to Mr. Moore of the sale of the 229 bales of cotton sold in February last. I have no theory on the subject of the losses or gains in weight on any portion of this cotton, and have never seen a bale of cotton weighed in the warehouse here.

FREDERICK LIPPHARDT.

Subscribed and sworn to before me, this 6th day of July, A. D. 1881.

[SEAL.] JULIUS ROBERTSON,
Notary Public.

In the Circuit Court of the United States for the Eastern District of Arkansas.

S. W. FORDYCE, Plaintiff,
vs.
C. G. PEPER & Co. and GEORGE A. LATTA, Defendants. } *ss:*

645 STATE OF MISSOURI, }
Eastern District of Missouri, City of St. Louis, } *ss:*

I hereby certify that on the 1st day of July, 1881, and on the succeeding days as mentioned in the above notices of adjournment, ending July 6th, 1881, before me, Julius Robertson, a notary public, *a notary public* in and for the city of St. Louis, and State of Missouri, at the office of Augustus Binswanger, and afterwards by consent at the office of C. G. Peper & Co., No. 24 South Main street, being northeast corner of Main and Walnut streets, in the city of St. Louis, and State of Missouri, personally appeared before me, pursuant to the notice hereto annexed, and on the days above stated, between the hours of 10 o'clock and six o'clock p. m., the witnesses named or referred to in said notice, to wit, Charles G. Peper, Theodore G. Meier, Henry A. Block, Henry Guhne, and Frederick Lipphardt. Mess. Cohn & Cohn appeared as counsel for plaintiff,
646 and Mess. Hitchcock, Lubke & Player appeared as counsel for defendants. And the said witnesses having been each by me first duly cautioned and sworn to testify the whole truth, and being carefully examined, deposed and said as appears by the depositions

hereto annexed. And I further certify that the said depositions were then and there reduced to writing by me, and were, after they had been reduced to writing, subscribed by the said witnesses in my presence.

And I further state that the reasons why the said depositions were taken was that each of the said witnesses reside more than one hundred miles from the place where this cause is to be tried.

And I further certify that the fee for taking said depositions, $46.20, has been paid to me by the plaintiff, and the same is just and reasonable; postage about 1.80, total $48 00
Fee for sheriff for serv. subp., paid by me 50

All paid by plaintiff $48 50

647 In testimony whereof, I have hereunto set my hand and official seal, at the city of St. Louis, in the State of Missouri, on this 6th day of July, A. D. 1881.

[SEAL.] JULIUS ROBERTSON,
Notary Public, St. Louis, Mo.

648 In the Circuit Court of the United States, East. Dist. of Ark.

FORDYCE, &c., *vs.* PEPER.

In the above-entitled case it is agreed that depositions may be taken on the part of either, or both parties, on Wednesday, the 12th day of July, 1882, at the office of Chas. G. Peper & Co., in St. Louis, Mo., between the hours of 10 & 4 o'clock of that day, and from day to day till completed, at the same time and place.

Dedimus and all formal matters waived.

EBEN W. KIMBALL,
For Plaintiff.
W. G. WHIPPLE,
For Defendant.

In the Circuit Court of the United States for the East. Dist. of Ark's.

FORDYCE *et al.* *vs.* PEPER. } In Equity.

649 MOORE *vs.* PEPER, MOORE *vs.* PEPER. } At Law.

It is agreed by the parties to the above-named cases that the depositions heretofore taken in any of them may be used at the trial of any of said cases, so far as competent, and that the depositions hereafter taken therein may be used in like manner.

G. G. LATTA & G. W. WHIPPLE,
Att'ys & Sol's for Peper.
EBEN W. KIMBALL,
Att'y and Sol. for Compl't & Plaintiff.

UNITED STATES OF AMERICA,
Eastern District of Missouri, City of St. Louis, } ss:

Be it remembered that on this 12th day of July, 1882, I, L. L. Walbridge, a notary public within and for the State and city aforesaid, and duly commissioned and qualified under the laws of
650 United States to take depositions for use in the circuit court of the United States did call and cause to be, and personally appear before me, at the office of C. G. Peper & Co., No. —— Walnut street, in the city of St. Louis, in the said eastern district and State aforesaid, Charles G. Peper, Jules Vaudry, and F. Lipphardt, to testify and the truth to say on the part and behalf of the defendants, in a certain suit or matter of controversy now depending and undetermined in the circuit court of the United State for the district of Arkansas, wherein S. W. Fordyce is complainant and Charles G. Peper & Co. *et al.* are defendants, and the said Charles G. Peper, of lawful age and sound mind, having been by me first carefully examined, cautioned, and sworn to testify the truth, the whole truth, and nothing but the truth, touching the matter in controversy, did thereupon depose, testify, and say, as follows:

651 Direct examination by Mr. LUBKE:

1 Q. Your deposition was taken at considerable length in one of these cases heretofore, was it not:

A. Yes, sir.

2 Q. At your office in this city, beginning on the second of July of last year?

A. Yes, sir.

3 Q. Since that time have you seen the affidavits which have been filed in this case, in behalf of your adversary, setting forth that an agreement was made between yourself and Mr. Moore, by which you were to hold his cotton?

A. I read those affidavits over.

4 Q. I will ask you to state now how often you were in Mr. Moore's store in Hot Springs, before you received any shipments from him?

A. I think I was there once.

5 Q. State if you made any agreement with him concerning the holding for him of any cotton which he might ship you.

A. There was no arrangement about holding it at all; I made no agreement to hold his cotton.

652 6 Q. Captain John H. Morgan was with you upon the occasion of that visit, was he not?

A. Yes, sir.

7 Q. Now, I will ask you when were you there next to see Mr. Moore?

A. I think the next time I was there was in January.

8 Q. At the time you got this deed of trust and notes?

A. Yes, sir.

Q. 9. Qou may state what those notes and deed of trust were given for.

A. They were given because he owes us $4,000, and then wanted

me to advance him $2,600 more; I think it was to pay some sight drafts that came there, and he was afrad they would be protested, and then he agreed to give me a deed of trust on all his property to secure over $7,000 that I advanced him.

10 Q. That is $4,000 plus $2,600?

A. Yes, sir; I think $2,600, if my recollection is right, cash money that I advanced him.

11 Q. At that time had you received any cotton from him?

653 A. I had received very little.

12 Q. You didn't have the cotton in your charge to cover the amount of the advances you had made him?

A. No, sir.

13 Q. You had very little cotton from him?

A. Very little.

14 Q. You had made these advances, and had no security from him?

A. No security.

15 Q. You had given him that amount in addition to the advances you had made him?

A. Yes, sir.

16 Q. Did you have a statement of account to show him?

A. Yes; I think I had.

17 Q. When were you to see Moore again after that time?

A. I think I was down there in June, 1881. I advertised the property for sale there.

18 Q. You were there shortly before the time your deposition was taken?

A. Yes, sir.

19 Q. That is, after the shipment?

A. Yes, sir.

20 Q. Where is Captain Morgan now?

654 A. I think at Hope or Little Rock, Arkansas.

21 Q. Does he live there?

A. Yes; he generally makes his headquarters at Little Rock. He has a brother in business in Hope.

22 Q. Is he in your employ now?

A. No, sir; not since June.

Cross-examination by Judge KIMBALL:

1 X Q. How long is it since Morgan left your employment?

A. The first of June, I think it was.

2 X Q. He left in a friendly mood, did he?

A. Certainly; we had a contract for a year, and his time was out on the first of June.

3 X Q. You say when you were at Hot Springs, about the 10th of January, 1881, you had a statement of the account; where is that statement?

A. I think I had a memorandum of it. I don't know whether it was a statement of account exactly.

4 X Q. Have you that memorandum?

A. I don't know whether I have or not. I don't think I have.

5 X Q. It was a mere memorandum of money that you had advanced up to that time?

655 A. Well, it was a sort of off-hand statement.

6 X Q. Did it contain the items of the amounts that you had advanced up to that time?

A. It just showed exactly what he owed us up to that day. I think a little over $4,000.

7 X Q. Did it show the amount of his shipment?

A. Yes, sir.

8 X Q. And the amount of your sales?

A. The amount of our sales. We might not have sold all the cotton; might have had some on hand.

9 X Q. Had you sold any of it January 10th?

A. Yes, sir; 60 or 62 bales before the 10th of January.

10 X Q. Now, was that statement you made in writing—was it a written statement?

A. I don't recollect. I think I just made a memorandum, or the book-keeper made off a memorandum from the books, and I put it in my memorandum books.

11 X Q. You don't know what has become of it now?

A. No, sir; I don't know where it is now.

656 12 X Q. In what capacity was Captain Morgan employed by you in 1881?

A. He was my cotton solicitor, traveling.

13 X Q. In Arkansas?

A. In Arkansas.

14 X Q. Did he have charge of your business there then?

A. Yes, sir.

15 X Q. And was he authorized to make contracts?

A. No, sir; my agents never had any authority to make contracts.

16 X Q. What was his authority?

A. His authority was, if a man wanted to make a contract with him, to notify the house, to let the house know what the man wanted to do, and we would write whether we would make the contract or not. He had no right to tell a man that he would hold his cotton or not hold his cotton. All he had to do was to solicit consignments, and not to advance any money at all; not to promise any man any money.

657 17 X Q. You say you have read the affadavits made by the plaintiff in his bill?

A. Yes, sir.

18 X Q. Whose affadavit did you read?

A. Mr. Converse's, Mr. Hurlburt's, Mr. Bruon's.

19 X Q. Did you read Mr. Brown's?

A. Yes, I read them all. I don't know Brown.

20 X Q. Whose besides Converse's, Brown's, and Bruon's?

A. Hurlburt.

21 X Q. Any other?

A. I think that's all; there's Hurlburt's, Bruon's, Brown's, Converse's, and there might have been others.

22 X Q. In relation to the agreement to hold the cotton, those were, were they?

A. Yes. sir.

23 X Q. You say you have read them all, and they are all untrue?

A. Yes, sir.

24 X Q. Every one of them?

A. Yes, sir.

25 X Q. All false?

A. Yes, sir.

26 X Q. Well, they lied about it?

A. Well, they didn't speak the truth about it.

658 27 X Q. When you were at Hot Springs was Mr. Austin there at any of these arrangements and talks between you and Moore?

A. Yes, sir; he was there.

28 X Q. He represented Dodd, Brown & Co., did he?

A. Yes, sir.

29 X Q. Was Morgan present with you in all your interviews with Moore?

A. Yes, I think he was.

30 X Q. Do you recollect any agreement you made with Austin, a written agreement, agreeing to hold Moore's notes in case he could not pay them, if they would hold up to them?

A. I don't know of any agreement like that. I might have said that I would extend the note provided it was not paid, but I don't know of any arrangement.

31 X Q. Haven't you got, or didn't you have, a written agreement which you made, and Dodd, Brown & Co. signed, to hold Moore's notes in case he couldn't pay them?

659 A. Not to my recollection; I don't remember that.

32 X Q. Moore wes then indebted to Dodd, Brown & Company was he not?

A. Yes, sir.

33 X Q. Did he at the same time give them his notes?

A. Yes, sir.

34 X Q. They took the notes on a certain time, didn't they; and insisted that you should sign a written agreement, by which if Moore could not pay these notes when they were matured, that they would extend the time?

A. No, sir; I don't think that I did. I don't know that I did.

(Counsel for the defendants objects to all the last questions and answers, unless the writing is produced.)

35 X Q. In your deposition you have account sales made in February, 1881?

A. Yes, sir.

36 X Q. Were those sales made in February or June?

A. 229 bales was made in February.

37 X Q. You have an account sales made in June, 1881?

660 A. Yes, sir.

38 X Q. When was that sale made?

A. The cotton was sold, I think, on the second of June.

39 X Q. The cotton that you reported sold in February?

A. No; the cotton sold in February I reported it of the second of June.

40 X Q. When you reported the cotton sold on the second of June, how many bales were there?

A. 600 odd.

41 X Q. When was that cotton sold that you reported sold as of the second of June?

A. It was sold—I think I sold 600 and odd bales on the second of June.

42 X Q. But the cotton sold in February—when did you report that sale?

A. At the same time I sold the 600 odd.

43 X Q. But it was sold in February?

A. Yes, sir.

44 X Q. What did it bring?

A. Eleven and one-eighth.

45 X Q. What did you report it at in June?

A. I think the same as the 600.

46 X Q. How much, nine and one-half?

A. Ten and one-eighth, I think it was.

47 X Q. To whom was this sale made in June?

661 A. It was sold to Adolphus Meier & Co.

48 X Q. The whole of it?

A. 600 and odd bales.

49 X Q. Can you state in all how many bales you received from Moore that season?

A. Not without looking at the book I couldn't; I think 929.

50 X Q. This sale in June was how many?

A. 602, I think.

51 X Q. The June sales were 602; when were the 327 sold?

A. 67 was sold the year before—before January—and the balance was sold in February; 229 I think it was. We sold 229, I think, on the 14th day of February.

52 X Q. To whom was that sold?

A. To Orthwein Brothers.

53 X Q. Who were the 67 sold to?

A. To different parties.

54 X Q. Now, these were sold to different parties; 67 bales and 229 to different parties, and the 602 to whom?

A. To Adolphus Meier & Co.

55 X Q. Are they cotton dealers in town?

A. Cotton factory in town.

662 56 X Q. Now, was not that a sale really to yourself, Mr. Peper?

A. No, sir

57 X Q. When did they pay you for it?

A. They paid me, I think, a little while afterwards,

58 X Q. Well, when?

A. I don't know exactly the time; I know they paid me for it, and it was an actual sale.

59 X Q. At how much?

A. Ten and one-eighth, I think.

60 X Q. Now, that, you say, was the second of June, but do your books show the sale on the second of June?

A. I think they do; I generally keep my books correctly.

61 X Q. Now, turn to your books and see.

(Witness turns to entry in book, and says):

A. June the second.

62 X Q. Now, the 602 bales at ten and one-eighth, June 2nd, that was to Adolphus Meier & Company; when did they pay you?

A. They paid me a little while after.

63 X Q. Do the books show that?

663 A. Yes, sir; on account with A. Meier & Co., page 133, the ledger of Charles G. Peper & Co. shows, "June 2nd, cash account, 573 (bales); 98 (posting of journal), $24,929.68." The next entry reads, "June 15th, by commission account, 56 (bales), 98 (posting of journal), $2,378.25"; the next entry reads, "June 15th, same *same*, one bale, $23.76."

64 X Q Now, give the items showing when that cotton was paid for?

A. June 18th, 172 (page), $2.500; August 15th, 186 (page) $25,228.20.

65 X Q. Now, turn to the cash-book, and state what that $2,500 paid for—how many bales?

A. 55 bales.

66 X Q. How many bales did the other pay for?

A. 573.

67 X Q. That accounted for 628 bales, and there are two bales yet to be accounted for?

A. Yes, sir.

68 X Q. Now, turn to the account with Moore and show what credit you gave him for this money, where and when; show

664 when you credited that $27,728.20 to him, and how much?

A. I don't know how you want it explained; there's the whole thing; it shows for itself.

69 X Q. No; you have that much money, now show how it was credited to him, and when; I don't want you to talk with any one, but take your own books and show how you credited this $27,728.20 to Moore, and say that your books show about that without assistance.

A. Well, here is when the cotton was sold, June 16th; we sold 7 bales. Do you want me to go over every item?

70 X Q. No. You have received, your books show, from Meier & Co., in June, at one time $2,500, then $25,228.20; now, I wish to know when on your books those sums were credited to Moore, those being the two sums you received for the sale of his cotton. Where did you credit it to Moore, and when?

A. Here are all the credits; they are all here.

Mr. LUBKE: On what pages of your ledger are the credits to Moore?

665 WITNESS: 160, 161, and 162.

71 X Q. On June 18th you received $2,500 from Adolphus Meier in payment for Moore's cotton you sold to him on the second of June. When did you credit that $2,500 to Moore; did you credit him on the same day?

A. Yes; it ought to be here; but I don't know what you are trying to get at.

72 X Q. On the 2nd of June you sold to Adolphus Meier & Co. cotton; on the 18th of June they made a payment on the cotton of $2,500, so your books show, and it was Moore's cotton. When did you credit him with that cotton?

A. It must have been credited on the same day.

73 X Q. Now, turn to the books and show the credit. Will you see if you have any credit that day to Moore?

A. On the 18th of June?

74 X Q. Yes.

A. I don't see any such credit here.

75 X Q. In August you received $25,228.20 from Meier &

666 Co., the proceeds of the sales of Moore's cotton. When is that credited to Moore?

A. I don't understand you; the books are right, and I will guarantee they are right, but I don't know what you are after.

76 X Q. Your books show that on the second of June you made a sale of 602 bales of cotton of Moore's to Adolphus Meier & Co.; now, your books show on the 15th of August on account of that sale Meier & Co. paid you $25,228.20. Now, when did you give Moore credit for that $25,228.20, and what do your books show about it; does your book show any credit on the 15th of August?

A. It ought to, but I do not find it, and I don't know what you are driving at.

77 X Q. I will try to make it plain; on the 15th of August you got $25,228.20, proceeds of Moore's cotton. Now, why didn't you credit that to Moore; is there any credit on your books at that time?

A. I do not know; I do not find it, but I know that he is

667 credited with all that he is entitled to; I know that.

78 X Q. Can you find it on the books?

A. I don't know enough about the books to find out.

79 X Q. You don't find it on the books?

A. It ought to be there, but I don't know enough about the books to find it.

80 X Q. My question is, Do you find it?

A. No; I don't see it.

81 X Q. Now, I will go to another matter. When you sold this cotton to Adolphus Meier & Co., was it a cash sale?

A. I have been selling to Meier right along, giving Meier time.

82 X Q. How was this sale?

A. This was on time.

83 X Q. What time?

A. I generally gave him three or four weeks.

84 X Q. Now, I wish you to take your mind away from everything except the sale on the second of June. On the second of June you made a sale to Meier & Co. On that particular sale did you give them time?

A. I gave them time on all sales.

85 X Q. Did you on that?

A. Yes, sir.

668 86 X Q. How much time did you give him?

A. Three or four weeks; maybe longer than that.

87 X Q. Did he pay it at the end of the time you gave him?

A. Yes, sir.

88 X Q. Now, June second and August 15th is more than three or four weeks, isn't it?

A. Yes; well, sometimes it runs a little over and sometimes it don't.

89 X Q. Did Meier sell this cotton?

A. He used it in his mill.

90 X Q. What is his business?

A. St. Louis Cotton Factory.

91 X Q. Where was the cotton when you sold it?

A. At the Peper cotton-press warehouse.

92 X Q. Was it removed?

A. I think some of it staid there.

93 X Q. How much of it staid?

A. I don't know.

94 X Q. Did not 602 bales of it stay there?

A. That was none of my business whether he kept it there or took it away as he used it; whenever he wanted it he took it out, and it didn't make any difference to me how long he kept it there.

669 95 X Q. Did Meier & Co. ever take that cotton out?

A. I guess they did.

96 X Q. Do you know? I don't want any guess.

A. I don't know. I don't attend to their business, and I don't know.

97 X Q. You don't know that they ever took any of that cotton out?

A. Not that I know of. I know it was a *bona fide* sale. I know that much.

98 X Q. Which member of the firm did you make the trade with?

A. Theodore G. Meier. I think he is president or secretary. He is the cotton buyer, and he bought this.

99 X Q. Who made the payments?

A. Adolphus Meier & Co.

100 X Q. Which one of the firm?

A. I don't remember. I got the check of Adolphus Meier & Co., and I think Theodore Meier gave it.

101 X Q. Did he send it to you?

A. We generally collect it. Money is always worth going for.

102 X Q. Did you go more than once for it?

A. No, sir.

103 X Q. Did he pay you the first time you went?

A. Yes, sir; I think he did. If we wanted money sooner
670 we would generally go around and get it.

104 X Q. You went on June 18th for it, didn't you, when you got $2,500?

A. I think we did.

105 X Q. Why did you get $2,500 that day?

A. I don't remember—oh, yes; I will tell you how it comes. He comes here sometimes and wants so many cotton notes, and that shows that cotton was sent out.

106 X Q. Did he in this instance?

A. I guess he did; he does in all——

107 X Q. But did he?

A. I guess he did; I am pretty certain of it.

108 X Q. The next time you saw him was August 15th; was that the first time you called on him after June?

A. I guess it was.

109 X Q. So the sale of June 2nd, on which you gave him two or three weeks' credit, you called for the payment on the 18th of June, or he made the payment voluntarily; you don't remember which?

A. No; we generally called for it.

110 X Q. And you didn't call again until August 15th, when you got $25,228.20?

A. We always sell cotton on time.

671 111 X Q. Now, February 14th, 1881, have you a credit for 229 bales to Moore on your books?

A. I don't know; it ought to be there, and I think it is.

112 X Q. Did you credit Moore with the proceeds of 229 bales of cotton, and do the books show it?

A. The books ought to show it, but I don't see it.

(Counsel for the defendant objects to the last question, because the witness has already testified that the 229 bales were not rendered by him to Mr. Moore as sold until June, and because the depositions heretofore taken and the exhibits attached show that all of the cotton was rendered in June, although Meier & Co. had not paid for all his 630 bales at the time when the depositions were taken in this case a year ago; yet the account sales had already been rendered, and therefore this line of examination is contradictory to the testimony heretofore taken.)

672 113 X Q. Now, do your books show on the 14th of February a sale of 229 bales of Moore's cotton?

A. I don't see it, but it ought to show it, and I guess it does.

114 X Q. Will you make a thorough examination; I want to know if it is on your books of the 14th of February, or any date in February or March.

A. It is not here.

115 X Q. Now, why, Mr. Peper, if that 229 bales was sold on the 14th of February, 1881—why didn't you give credit on the books at that time?

A. I didn't give it because the cotton was sold, and Moore tele-

graphed not to sell his cotton, and I was afraid the price might go up then, and that he would say that I was foolish to sell his cotton and ought not to have done it, and I wanted to do everything to please him, and after it was sold what could I do with it but take it to my own account?

115½ X Q. What do you mean by taking it to your own account?

673 A. Place it to my credit, and I think it was placed to my account.

116 X Q. Now, when did you give Moore credit for these 229 bales?

A. On the second of June, I think it was.

117 X Q. After he made his assignment?

A. Yes, I think so.

118 X Q. You sold that cotton at how much—10⅛?

A. Yes, sir.

119 X Q. How much did you credit him for on the second of June?

A. I guess for the full amount; gave him all the credit he was entitled to.

120 X Q. Didn't you credit him with 9⅛?

A. I don't remember; I think it was 10⅛.

121 X Q. It brought 11⅛ didn't it, for 229 bales?

A. Supposing it would have brought——

122 X Q. Never mind; I can't guess conundrums. Now, it was sold at 11⅛ February 14th; didn't you give him credit for 9⅛ in June?

A. We changed afterwards—took off the difference.

123 X Q. Didn't you charge him storage on that 229 [bales] from February 14th to June second?

A. Yes, sir; and didn't we credit it to him afterwards?

124 X Q. Didn't you charge him interest on that from February 14th to June second?

A. Yes, sir.

674 125 X Q. Although you sold it February 14th?

A. Yes, sir.

126 X Q. Now, will you turn to your books and show where you credited back the interest upon this cotton; from February 14th to June 2 is there any such credit on your books?

A. I think we credited it——

127 X Q. Well, look at the books.

A. Well, we credited June 16th $1,661.86.

128 X Q. That is something else, isn't it?

(Witness reads from the ledger as follows:) "June 16th, ledger, page 162, W. A. Moore's account, credit by sundries (referring to page 103 of the journal), $1,661.86; now, referring to the journal, page 103, headed "St. Louis, July, 1881," dated 20th in the margin, "June 16th, sundries to W. A. Moore, $1,661.86, consisting of cotton account; difference on 229 bales of cotton, $1,023.05; interest difference on 229 bales of cotton, $332.76; weighing and storage differ-

ence on 229 bales of cotton, $215; insurance difference on 229 bales of cotton, $90.80; rejection account, $0.25.

675 129 X Q. Now, this entry of July 20th, 1881, is out of the regular course of entries in your books, is it not?

A. Yes, sir; we take it from the statements made him; my first statement.

130 X Q. Now, how came you to make these changes in July 20th?

A. Well, I don't know.

131 X Q. Wasn't it because Moore found out the sale was made February 14th?

A. No, sir; Major Whipple told us we could not hold it, and I think to-day we can hold it.

132 X Q. Hold what?

A. That 1,600 odd dollars.

133 X Q. (By Mr. LUBKE:) That is, you are not bound to give credit for it?

A. I don't think we ought to; I think we are entitled to it.

134 X Q. Although you sold it February 14th at 11⅛, you are not bound to give credit at only 9⅛?

A. Supposing cotton had went up to 12⅛, we would have made $4.50 a bale, and that would have been so much out of my pocket, what then? I could not hold him for it. He would say, You

676 are foolish; what did you want to sell for? and *vice versa;* and I think I am entitled to it, and I am going to try it if it takes 10 years.

135 X Q. You sold at your own risk in February?

A. Yes; I sold at my own risk.

136 X Q. How is it you sold it at your own risk if there is no agreement to hold his cotton?

A. Well, I didn't sell it at my own risk; I sold it for his account, and after he telegraphed me not to sell his cotton, I didn't know what to do with it, and so I wrote to him I was going to sell it; I wrote to him and Morgan at the same time, the same day I sold it; and in half an hour he telegraphed me not to sell his cotton.

137 X Q. Why didn't you tell him the truth, that you had sold it?

A. I had a right to sell it.

138 X Q. Why didn't you telegraph him?

A. I didn't want him——

139 X Q. Why didn't you telegraph him the truth, that you had sold it?

A. That's what I ought to have done in the first place.

677 140 X Q. But instead of telegraphing him back the truth you kept the entries off the books, and when you made an entry you made it in June the second; and wasn't cotton, on June second, the lowest that it was at any time that season?

A. I don't know about that.

141 X Q. Think a moment, and see if it was not.

A. No; I don't think it was.

142 X Q. What day was it lower?

A. I don't know; I can't tell unless I look at the quotations.

143 X Q. Do you know of any day that it was lower?

A. I don't keep these things in my mind.

144 X Q. Did Mr. Moore or Fordyce or their counsel, before the 20th of July, when you made these entries in your book as of June 16th, discover this sale as having been made in February—did they know the fact?

A. Yes; I think they knew it July 2nd, when we took the deposition.

145 X Q. Now, are not those 229 bales part of your sale of June second and so put on the books?

678 A. I could not sell them twice very well.

146 X Q. And are they not in that number sold June 2? Didn't it take the 229 bales to make the number up?

A. Yes, it did.

Mr. LUBKE: Which number?

Mr. KIMBALL: The number he sold June second?

WITNESS: Yes; he sold six hundred and odd to Meier & Co., and we couldn't sell them twice.

147 X Q. How many bales do your books show were sold June 2nd?

A. 630 bales, I think.

148 X Q. Refer and see if it is not 752?

A. 858 the books show.

149 X Q. Now, of that 858 are not the 229 bales a portion; are they not part of that and put into that account?

A. 229 were sold February 14th; how could we sell them June 2nd?

150 X Q. But are they not in that account sale?

A. Yes; it is in that account.

151 X Q. When you came to make the alteration of the books on the 20th of July why did you make it as of the 16th of June,

679 and not as of the second of June? The 20th of July you made an alteration as of the 16th of June; now, why didn't you make it as of the second of June that the cotton was sold?

A. We sent the statement down there.

152 X Q. The statement don't prove the books.

A. No; but it has a heap to do with them books; if the books are not correct you can't make the statement correct, can you?

153 X Q. It seems not.

A. We got a statement from Major Whipple, and he said we could not hold it, and I think we got the statement back, and made a new statement as of the 16th of June.

154 X Q. When did you get this statement back?

A. I don't remember; I didn't put that down in anything. He wrote us back we couldn't hold it, and I told him I thought we could.

155 X Q. So that is the reason you made the entry July 20th as of the 16th of June?

A. That is it.

156 X Q. Why did you make the entry as sold for 9⅛ when
680 it was actually sold for 11⅛?

A. Supposing we had sold it for 13 cents.

157 X Q. Answer the question, why did you enter it on the books that the cotton was sold for 9⅛ and gave that credit to Moore, when it actually sold in February at 11⅛?

A. Because the cotton was not worth more than 9⅛ June second.

158 X Q. But you sold it in February at 11⅛?

A. Yes, sir.

159 X Q. Why didn't you give credit for 11⅛?

A. Because we didn't think he was entitled to it.

160 X Q. It was his cotton?

A. Yes, sir.

161 X Q. And you sold it?

A. Yes, sir.

162 X Q. And got the money for it?

A. Yes, sir.

163 X Q. And although you sold it and got your money for it, you went on and charged interest and storage?

A. Yes, sir; that is it certainly.

164 X Q. Are there any more such items as that on the books?

A. I think not.

681 165 X Q. Are you sure?

A. I am pretty certain of it.

166 X Q. Now, look at the books in January and find a charge against Moore of 590, and tell me what it is for.

A. January 6th, 1881, commissions, 590.

167 X Q. On what book is that entry?

A. The ledger page 157, January 6th, charge against W. A. Moore, Hot Springs, Arkansas, commissions, 50 (page of the journal), 590.

168 X Q. Now, what was that for?

A. To commissions for deficiency 729 bales cotton to be shipped, less 255 bales of cotton shipped, leaves 472 bales of cotton at $1.25, makes 590. See account current, page 573.

169 X Q. Now what was that for?

A. That's deficiency; I can explain that to you; if I give a man a thousand dollars or two thousand dollars, I expect a bale of cotton for every 10 dollars I advance. If I advance him two thousand I expect 200 bales of cotton; I always make that a rule; you
682 want two thousand, and you have to ship 200 or pay me the deficiency you don't ship; if you ship me 75 bales of cotton, and at the end of the season you have not shipped any more you must pay me for the deficiency of the 125 bales that you didn't ship; that's the understanding between all commission merchants.

170 X Q. Was the 6th of January, 1881, the end of that season?

A. No; of course not.

171 X Q. What did you make that charge that way for on that day?

A. I guess I was down there then; I think he was busted.

173 X Q. On the 6th of January?

A. Well, he was tied up pretty badly.

173 X Q. Didn't he ship most of his cotton after the 6th of January?

A. Yes; but this is afterwards.

174 X Q. Almost all the cotton he shipped that season was after the 6th of January?

A. Yes, sir.

175 X Q. Do you know how much you advanced him to the 6th of January?

A. I think over $7,000.

683 176 X Q. How much cotton did you have on hand at that time belonging to him?

A. I don't know how much.

Q. Do the books show?

A. 100 and some odd, I think.

Q. How many, as near as you can come to it?

A. What's the use for me to say 151 when there was only 110 (reads from the books): "193 bales on hand, & to arrive to January 6th, 193 bales."

Q. Now, Mr. Peper, between the second of June and the 15th of August, 1881, did cotton go up or down?

A. I guess it went a little of both.

Q. Then it was lower or higher on the 15th of August then it was on the second of June?

A. I think it was a little higher on the 15th of August.

Q. For this sale of the second of June to Adolphus Meier and Co., did you charge them interest on the sale?

A. To who?

Q. Adolphus Meier & Co.

A. I don't remember that.

Q. Have you any means of telling?

A. I can tell by my books; I don't recollect that.

684 Q. The sale amounted to some $27,000?

A. Yes, sir.

Q. $25,000 of it was paid on the 15th of August, which would be two months and thirteen days after the sale, no cotton having gone up in that time; don't you remember whether you charged them interest or not?

A. How can I tell whether cotton went up or down; if I knew cotton went up is that any reason why I would charge interest, or if it went down that I would not? That is a very foolish question.

Q. I asked you how it was. You say cotton was higher on the 15th of August than it was on the 2nd of June, you think?

A. I think it was.

Q. Did you charge them interest on that large amount of money?

A. I don't remember.

Redirect examination by Mr. LUBKE, counsel for defendant:

685 Q. Mr. Peper, when I first examined you this morning you stated in answer to one of my questions that at the time when you got these notes and deed of trust you had rendered a statement showing Mr. Moore's indebtedness to you?

A. Yes, sir.

Q. On cross-examination you stated that on January 6th, 1881, you had on hand and to arrive 193 bales of cotton for Mr. Moore.

A. Yes, sir.

Q. Do you recollect what portion of this quantity of 193 bales were to arrive?

A. No, sir; I do not.

Q. By referring to Exhibit "A," which was attached to the deposition taken last year in this case, it appears that the balance due C. G. Peper & Co. from Moore on January 6th was $14,189.39, and that on hand and to arrive were 193 bales of cotton; how do you get at the statement that Moore was owing you this fourteen thousand?

A. We figured cotton at a certain rate.

Q. What price?

A. I think forty-five or fifty dollars per bale.

686 Q. It was valued at forty-five or fifty dollars per bale?

A. Yes, sir.

Q. Valuing these 193 bales in that way, left you uncovered and unprotected for as much as four thousand dollars?

A. Four thousand or over.

Q. Then that four thousand dollars which you figured out, as you have now done again to me, was the basis of your claims on Mr. Moore for these notes?

A. At that time, yes, sir.

Q. And he wanted you also to advance him $2,600, which he needed to pay various parties drafts?

A. Yes, sir.

Q. Now, then, referring to the same account attached to the deposition taken a year ago, it appears on page 5 of that account that on January 8th you paid sight draft Brown & Co., $300; and then another one of $69; then another one of $40; then that you paid on January 11th Roe Transfer Co. sight draft, $80; then on

687 January 11th cash handed to Moore by Capt. Morgan, $160?

A. Yes, sir.

Q. January 12th, to cash paid sight draft by C. G. Peper, favor W. A. M., $327.11; January 8th, to cash to Moore from Capt. Morgan, $200; then January 13th, two sight drafts paid by C. G. Peper, favor W. A. M., $175, and another one of $70; on the 14th, three drafts, one twenty-one dollars fifteen cents, another one $366.85; another one of $102; then on January 15th, two sight drafts paid, favor W. A. M., $185 and $1,190; and so on down. These are items charged on page five of this account, and aggregate over $3,000. Was this cash you then gave him, or were to give him in consideration of getting these notes?

A. Yes, sir; between $2,600 and 3,000, I don't know exactly how much I paid in cash for him; those were drafts, some were laying at Hot Springs at the time, some had come up in a day or two; I think in one day there I paid out $1,400 or $2,000 in two days.

688 Q. While you were there still?

A. Yes.

Q. You gave your own drafts, Mr. Peper, on your house here to Mr. Moore, which he used to pay those debts with, his obligations?

A. Yes, sir; and I gave him authority to draw on me for certain invoices that were coming due.

Q. Now, he also at that time sold you some wagons, made you a bill of sale for six wagons; you have explained that all in your former deposition?

A. Yes.

Q. What was the agreement between Mr. Moore and yourself in reference to these notes; were they given for advances, or were they given to you absolutely?

A. How do you mean?

Q. The three notes secured by deed of trust, what were they given for?

A. They were given to secure money he owed me then, because he owed me $4,000; then I advanced him near $3,000 more. He then gave me a deed of trust for seven thousand odd dollars.

689 Q. Exactly $4,000 he owed at that time was made up by amounts for which you were not covered in cotton?

A. Yes, sir.

Q. Now, Mr. Peper, you sold some lots of Mr. Moore's cotton before January 16th, did you not?

A. Yes, sir.

Q. But the first large sale you made for him was of 229 bales to Orthwein's; that was 256 out of which 27 were rejected?

A. Yes, sir.

Q. The sale was closed at 229 bales?

A. Yes, sir.

Q. And the 27 that were rejected were thrown back into the lot?

A. Thrown back into the lot; thrown in with the remainder of the lot.

Q. Which you sold——

A. June 2.

Q. In one lot to Adolphus Meier & Company?

A. Adolphus Meier and Company.

Q. For nine and one-eighth?

A. Nine and one-eighth.

Q. Averaging the whole as low middling?

690 A. Between strict good ordinary and low middling.

Q. Do you recollect giving Mr. Vaudry any instructions as to that lot—as to the sampling of that lot of cotton?

A. How do you mean?

Q. Instructions as to arranging them right.

A. I told him to lay them out right; he had been in the business a long time; he knew exactly how to lay them out to sell them to the best advantage; I generally always do that with him.

Q. Did you hear his testimony this morning?

A. Yes, sir.

Q. And the lot of cotton he referred to in his testimony that he was ordered by you to lay out so as to make the best appearance for the purchaser; was that this lot?

A. That is this lot.

Q. You closed the sale to Adolphus Meier & Company, as you testified in your deposition, and as Mr. Meier has testified in his deposition?

A. Yes, sir.

Q. How soon thereafter did you deliver the cotton notes?

691 A. I don't believe we delivered it all in one lump; I think he got it in driblets; came there and took six or seven bales; sometimes 10 or 15 or 20 bales.

Q. According as he was using it at the factory?

A. According as he was using it at the factory.

Q. Now, Mr. Peper, when you said that you didn't know whether or not Mr. Meyer had got that cotton, do you mean anything more than this, that you delivered him the cotton notes; whether he took the cotton and used it or not you don't know?

A. I don't know that; whether he used it or what he done with it.

Q. So far as your work was concerned it was completed with the delivery of the notes?

A. Yes, sir; as soon as he got all the notes he paid me all the money.

Q. And you delivered him the notes?

A. I delivered him the notes.

Q. Did you, after delivering him the notes, have any further interest or control in the cotton?

A. Not any.

692 Q. Judge Kimball asked you to state where on your books you had credited the two sums of $2,500 and $25,000, or thereabout, which your books showed you received from Meier & Co.; that is, where did you credit that to Moore on your books? State, if you please, whether or not Mr. Moore was credited by the proceeds of that sale of that cotton.

A. Yes, sir; he was credited.

Q. On your books?

A. On the books.

Q. On the ledger that was before you this morning?

A. Yes, sir.

Q. Corresponding with the accounts as attached to the former deposition?

A. Yes, sir.

Q. That is to say, you first rendered Mr. Moore an account sales of the entire lot of cotton, the 229 and the remainder, as if it had been sold altogether in June?

A. Yes, sir.

Q. In point of fact, the 229 bales had been sold in February?

A. In February.

693 Q. And in point of fact the balance had been sold to Meier, but it was not delivered, and had not been paid for to you until after June?

A. That is it; yes, sir.

Q. How soon was it weighed up—the lot you sold to Meier?

A. I think it was weighed up shortly after it was sold.

Q. It had to be weighed up to make the account sales?
A. It had to be weighed up; it took some time.
Q. It was all made up in the sale you made to Meier, so as to make your account sales to Moore?
A. Yes, sir; as soon as he took up the cotton he examined the cotton; of course we had to dispose of the rejected again to make out his account current.
Q. That is to say, Meier bought the entire lot, and after inspection by him he rejected certain of the bales?
A. Yes, sir.
Q. Then you sold him the rejections?
A. Sold him the rejections.
Q. Then it was all weighed up?
694 A. Then it was all weighed up.
Q. All that he purchased?
A. Yes, sir.
Q. And the weights were sent in to you, and according to that you made out your account of sales to Mr. Moore?
A. Yes, sir.
Q. In point of fact, Meier didn't settle with you till some weeks after?
A. He generally buys it on time—Adolphus Meier.
Q. How was it in this case?
A. He bought it on time.
Q. When you credited the proceeds of these sales to Moore in your books in June—in fact you had not been paid for the cotton by Meier?
A. No; it wouldn't do to keep the account sales back that long; we have to do it some times. We have to do it all the time with him. We have to do it in other instances.
Q. Suppose cotton shrunk any, lost any in weight after it had been weighed up to you, and you had rendered your account
695 of sales to Mr. Moore, whose loss in weight was it?
A. It would be Adolphus Meier's, because he had the right to have it reweighed.
Q. To have the cotton weighed for him?
A. Yes; he has the right to have it weighed.
Q. At the time he buys it?
A. Yes, sir; we send our weigher down; he has the right to have his reweigher there.
Q. Before the sale is completed?
A. Before the sale is completed.
Q. As between your firm and Meier & Co., the sale was complete when you rendered the account sales to Moore?
A. Yes, sir.
Q. But in point of fact Meier had not settled with you?
A. Hadn't settled for the cotton.
Q. He hadn't paid your bill?
A. He hadn't paid my bill.
Q. Although you had on your books given Mr. Moore credit, as though you had received the money?

696 A. Just the same as we had received the money.

Q. These amounts of cash you received from Meier & Co., first, $2,500, and afterwards the large sum on August 15th went into your cash, and were credited by you to Meier & Co.?

A. Yes, sir.

Q. You didn't credit those amounts as cash to Moore, because you had already, in June, credited the proceeds of the sale to Moore's account on your books?

A. Yes, sir.

Q. Had you any interest at all in the business of Adolphus Meier & Co.?

A. No, sir.

Q. Or the St. Louis Cotton Factory?

A. None whatever, or the warehouse either.

Q. When you made this sale to Meier and Co. of the remainder of this lot, had you given Moore and Mr. Fordyce notice of your intention to do it?

A. Yes, sir; given ten day's notice—written notice—to put
697 up margins, and if they didn't do it I would sell the cotton.

Q. That notice appears in the former set of depositions?

A. It is in there.

Q. I see here Exhibit "D," attached to your former deposition; is that the letter you refer to?

A. That is it.

Q. That is the notice you gave?

A. That is the notice I gave Mr. Moore and Mr. Fordyce both.

Q. And it was upon the expiration of the time limited you sold the cotton?

A. Sold the cotton?

Q. Sold the rest of the cotton?

A. Yes, sir.

Q. As to this boy Oscar, who has been here just now and testified, do you remember telling him about the 229 bales, not to say anything about it?

A. No, sir; I am not in the habit of talking to my clerks that way.

Mr. KIMBALL: You are not enquired of for your habits.

Mr. LUBKE: I ask you whether or not you made any statement to Oscar about the 229 bales you remember of?

698 A. No, sir.

Q. Why did you discharge him?

(Counsel for complainant objects.)

A. Because he was very contrary—couldn't do anything but what he would growl.

Q. You became dissatisfied with him?

A. Became dissatisfied with him.

Q. I want to ask you this, Mr. Peper: Judge Kimball asked you to look at your ledger at your office this morning and to explain a charge of $590 for deficiency on cotton not received by you. You

may state whether or not, on your books, you reversed that charge and gave him credit for that amount?

A. Yes; we gave him credit for it.

Q. What do you say?

A. We credited it.

Mr. KIMBALL: Let the books be shown.

Q. You credited it?

A. Yes, sir.

Q. And in making out your account, which you attached to the deposition in this case, the item of $590 was dropped on both sides, was it?

A. Yes, sir.

699 Q. That is, you charged upon your account with Mr. Moore at the date stated $590 for deficiency of cotton which you had not then received?

A. Yes, sir.

Q. Afterwards you received the cotton, therefore reversed the charge?

A. Reversed the charge.

Q. And therefore you made no note of it in the account which you rendered Mr. Moore?

A. No, sir.

Q. I will ask you, just while you are here, to look at these accounts which are attached to the former deposition in this case, and see whether you find $590 charged there upon one side or the other. (Witness examines papers.) Do you find it on the exhibit, the account attached to your former deposition?

A. No, sir.

Q. Have you looked at your books since this morning to see whether you reversed the entry?

700 A. I know we credited and then debited it again; it is all right.

Q. Mr. Peper, what amount does Mr. Moore owe you at this time?

A. With the notes and all?

Q. Yes.

A. With notes, over $7,000, ten per cent. interest; and he owes me $3,800. Well, he owes me, with $1,600, he owes me over $4,000; but with the $1,600 off he owes me a little over $3,000.

Q. Independent of the notes?

A. Independent of the notes on open account.

Q. What are the $1,600 you refer to?

A. That is on the cotton sold February 14th—speculative cotton.

Q. The $1,600 you explained this morning from your books as having been credited back to Mr. Moore under date of July 20th on your book as of June 16th?

A. That is it.

Q. If that credit is not given to Mr. Moore he will owe you, independent of the notes, how much?

A. Over $4,000.

Q. With that credit to him he will be owing you, independent of the notes——

701 A. Over $3,000.

Q. Now, Mr. Peper, you continued in the cotton business after July, last year, and up to the present time?

A. Yes, sir; I am still going ahead.

Q. You watched the cotton market all through the fall of 1881?

A. Yes, sir.

Q. Suppose, in fact, this cotton of Mr. Moore's had been held to November, what difference would it have made to him; have you made any calculation?

A. Well, it would have made a little difference, but it would not have made so much difference on account of insurance, storage, and interest. It would have made a little difference though.

Q. How much would it have reduced the balance due from him on open account independent of the notes?

A. It might have been about a thousand dollars difference.

Q. If, in fact, you had held that cotton until November

702 or late in the fall of 1881, and had sold at the price existing here, it would not have diminished your account against him to exceed a thousand dollars?

A. A thousand dollars.

Q. And still would have left him indebted the full amount of the notes?

A. Would have left him in debt to me the amount of the notes and the open account.

Q. Open account, a large part of it?

A. Yes, sir.

Q. Mr. Peper, are you a book-keeper?

A. No, sir.

Q. Have you ever kept a sett of books?

A. Never kept a sett of books in my life.

Q. You depend entirely on your book-keeper?

A. I depend on my book-keeper; of course I know something about books; I could not keep a set of books; I could not do that; there are a great many things about cotton, a heap of red tape; unless a man is a regular book-kepper he could not get the hang of it.

Q. You have not made out any of these accounts?

A. No; I had, and have, a book-keeper; if I didn't have

703 confidence in him I wouldn't have him.

Q. When you were called upon this morning to point out entries upon your books, in answer to questions from the other side, were you able to do it?

A. Well, if I hadn't been confused I might have been able to do it.

Q. Would they permit you to have the assistance of your book-keeper at the time to help you find the entries?

A. No, sir.

Q. Objection was taken to that?

A. Objection was taken.

Q. Mr. Liphardt was there ready to give you any assistance in pointing out the entries?

A. Yes, sir.

Recross-examination by Mr. KIMBALL:

Q. Mr. Lipphardt, when I asked you questions from the books, answered himself on several occasions?

A. No, sir.

Q. When I asked you questions Mr. Lipphardt didn't answer those for you?

A. No, sir.

704 Q. Not at all?

A. No.

Q. The point is this: if when I asked you questions about your books, Mr. Lipphardt didn't volunteer himself to answer the questions before you?

A. If he did, I didn't hear anything about it.

Q. You say your book-keeper keeps your books, but he keeps them as he is told?

A. Of course he keeps them, but he keeps them correctly.

Q. As you direct him?

A. I don't know whether he keeps them as I direct him.

Q. Why didn't your book-keeper, when you made the sale of February 14th, enter it on your books—did you tell him not to?

A. I might have told him.

Q. Didn't you?

A. I might have told him.

Q. Didn't you?

A. Of course I might have; I don't recollect.

Q. You don't remember?

705 A. I might have.

Q. If you didn't tell him, why didn't he enter it?

A. I don't know.

Q. You make the sales, don't you?

A. Yes, sir; I do.

Q. When you make sales you tell him to enter them?

A. Yes, sir; I don't always tell him to enter it.

Q. If he is present and knows it he enters it himself?

A. Yes, sir.

Q. Without your telling him?

A. Yes, sir.

Q. Did he know of that sale, 256 bales, your book-keeper in February?

A. He did.

Q. Why didn't he enter 256, less rejected, 229 bales?

A. It was entered.

Q. In February?

A. It was entered in cotton cash.

Q. Why didn't he enter it to Moore's account?

A. I told this morning, in my former deposition, the reason he didn't enter it?

Q. But he was present when the 229 bales were sold?

706 A. Yes, sir.

Q. Why didn't he enter it in your books; was it because he told you not to?

A. Moore didn't want the cotton sold.

Q. Moore had nothing to do with keeping your books; why didn't your book-keeper enter it?

A. I don't know.

Q. Was it because you told him not to?

A. I don't know; it was a long time ago.

Q. Didn't you tell Oscar not to say anything about that sale?

A. No, sir.

Q. You didn't?

A. No. What would be my object?

Q. I don't know. What was your object in not telling your book-keeper to put it on the books?

A. I didn't state to you I told him not to.

Q. Didn't you say your book-keeper, if he were present when a sale was made, put it on the books?

A. He generally does.

Q. Unless you tell him not to?

A. I don't know.

Q. When you make a sale, and he is not present, you tell
707 him him to put it on the books?

A. I guess so, sometimes.

Q. Don't you keep all your sales on the book?

A. Generally do.

Q. Why wouldn't you have been as apt to have told Oscar not to say anything about it, as you were to tell your book-keeper not to put it on the books?

A. There is a great deal of difference between a book-keeper and a clerk. I might as well ask a drayman, when a sale or anything takes place, not to say anything about it.

Q. Was the drayman there?

A. No.

Q. Oscar was?

A. I guess he was.

Q. He was the messenger boy?

A. Yes, sir. I don't know [that] I ever told him anything about it at all; he might have heard it there, or looked at the books when we were out.

Q. You say you don't know whether you said anything to him about it?

A. I don't think I did.

Q. Do you know?

A. I don't think I did.

708 Q. Do you know?

A. I don't think I did.

Q. Do you know?

A. I don't think I said a word to him about it.

Q. Will you swear you didn't tell him?

A. I don't think I said a word about it.

Q. That is as far as you will go?

A. That is as far as I will go. I am not in the habit of telling my clerks every little thing I do.

Q. You say this $590 you don't have on the account attached to your former deposition?

A. No, sir.

Q. Was it in your account you had at Hot Springs on the 10th of January?

A. Yes, sir.

Q. It was part of the claim, wasn't it, on which you got these notes?

A. Yes, sir; I advanced more money.

Q. It had not been dropped, then, though?

A. It was dropped after he shipped cotton.

Q. Will you just say when you gave him credit for this $590 on your books—what date?

A. I think June 16th.

COUNSEL: We will have to get the books.

Q. You say there was some rejected cotton you sold to Adolphus Meier & Co.?

A. Yes, sir.

709 Q. They paid for the rejected cotton the same as the rest?

A. Nine and one-eighth?

Q. Yes.

A. No.

Q. What did they pay for the rejected?

A. I don't remember.

Q. Have you any charge on your book of it?

A. I guess so.

Q. Now, at first, did you advance forty dollars a bale to Moore?

A. We advanced, was to advance him, $35; but we advanced him as high as $55; we advanced him all we possibly could to help him along.

Q. You made a contract with Moore for him to ship cotton to you?

A. Yes, sir.

Q. When was that?

A. In summer.

Q. The summer before, at that time did you agree to give him an advance of $5,000?

A. No; the arrangement was for him to draw with bill of lading attached at the rate of $35 a bale.

Q. Was it in writing?

A. No; we went to Rix and Roe, bankers, there; I took Moore there when I was down in Hot Springs; I told Rix or Mr.

710 Roe to advance him $35 a bale with bill of lading attached, and not to advance him more.

Q. 35?

A. 35; but if Morgan came up and allowed him to draw a little more, all right; if Morgan drew the draft, I would pay it.

Q. Morgan was your agent?

A. Morgan was my agent; I think Morgan advanced him as high as $55 to help him along.

Q. When you were there in January, you say your statement showed he owed you $4,000?

A. Yes, sir.

Q. That included the $590?

A. Yes, sir.

Q. You say you were to pay certain drafts?

A. Yes, sir.

Q. You did pay?

A. I did.

Q. Have you the drafts?

A. Yes; I think I have got them.

Q. I want you to produce them. How much, when you sold cotton to Adolphus Meier & Co. June 2, 1881, did you credit to Walter A. Moore?

A. What day?

Q. When, on the second of June, 1881, you sold cotton to Adolphus Meier & Co., how much did you credit to Walter A. Moore?

A. We credited whatever we got for it.

711 Q. Do your books show?

A. My books will show that.

Q. As on the second of June, on the day of sale?

A. No; he was not credited on the day of sale.

Q. When was he credited?

A. When the account sales was forwarded; I made out the account sales some time after that.

Q. Now, you say that on the 16th of June you credited Adolphus Meier and Company with $2,500, and on the 15th of August with $25,000 odd; but you say you don't know when they got that cotton?

A. The books will tell when they got it.

Q. You do know they got the cotton notes?

A. I guess they got the cotton, too; what would they want the notes for if they didn't want the cotton?

Q. You say they got the cotton in driblets?

A. They generally did get it that way.

Q. Six, or eight, or ten bales at a time?

A. The last check he used was the big check.

712 Q. When they took this cotton in driblets, did you charge them with 6 or 8 or 10 bales?

A. Of course, he gave so much—averaged the bales; he would pay—say we averaged 40 or forty-five, he would give a check for 40 or forty-five dollars a bale for six notes.

Q. Give you the check?

A. Yes, sir.

Q. On the bank?

A. On the bank, of course; wouldn't give it on anybody else very well.

Q. Does your cash-book show you received those checks?

A. Certainly.

Q. How came you to get the two items $2,500 and $25,000?

A. Maybe he got some notes up.

Q. When he got cotton notes?

A. When he got the balance he might have taken a larger lot. I sell him cotton to-day the same way; have sold him ever since.

Q. The cotton was delivered at different times in driblets?

A. He would take my list, come to the office and say,

713 "How much do you want for this cotton?" I would say, "Here is 100 bales; I want such and such a price." He would say, "I cannot give a check for it now. I need the cotton; if you will give me two or three weeks on it, I will take the cotton as soon as I can, so you can send out your account sales." He might want ten bales this afternoon; he would say, "Send down the notes, and I will pay you in such a time; if you can do that I will take it." If I am flush I will do it, and, if not, say I cannot.

Q. If on the second of June he buys six hundred and odd bales, and you give him time, you didn't deliver them all at that time?

A. Of course, he didn't want them all at that time.

Q. After that, from time to time, you gave him the cotton notes?

A. Just as he wanted.

Q. With which he went and got the cotton?

A. Yes, sir.

714 Q. Now, when you gave him those cotton notes, did you charge him with the amount of the cotton notes?

A. Certainly; the cotton was charged to him so many notes.

Q. From time to time?

A. How can we keep account if not?

Q. They are on your books, of course; is that so?

A. Certainly.

Q. Now, I want the books to show that, the books that show these different charges of cotton that they got at different times, 6 to 8 and 10 bales in driblets. Do you know how many rejected bales of cotton there were in the sale to Adolphus Meier?

A. No; I don't remember.

Q. Were they rejected on the second of June, at the time of sale?

A. I cannot sell 600 bales of cotton and expect a man to take it up the next hour; if he takes it in three or four weeks, that is doing mighty well; 600 bales of cotton is a heap of cotton to work up.

715 Q. (By Mr. LUBKE:) Mr. Kimball wants to know how soon did he determine about his rejections.

A. Some time after, I guess.

Mr. KIMBALL: Some time after the second of June?

A. Yes, sir.

Parties at this point refer to and examine books, after which the cross-examination of the witness was proceeded with, as follows:

Q. Where is that $590 credited back?

A. Here (indicating); page 157 of the ledger of Charles G. Peper & Co., January 6, by commissions, referring to 54 page of the journal, $590.

Q. Read from page 54 of your journal the whole of that entry.

A. "For charge of deficiency, as per account current copy-book, page 573, $590."

Q. What date?

A. 6th January.

Q. This last entry of credit, just stated that—was made under the 17th of January, though dated on the 6th?

716 A. So as to be a complete stand-off against the charge of that date, of $590 of that date.

Q. The entry was actually made on the 17th of January?

A. The 17th of January.

Q. Turn to the books and show when Moore was credited with sales of cotton of June second. (Witness examines book.)

A. Credited June 16, 1881, Ledger A, pages 160, 161, and 162.

Q. Now Mr. Peper, look at your Ledger A, page 162, and state what that shows the balance to be due August 11th, 1881.

A. 3,257.14.

Q. Now, just look at your ledger, will you, and see what Moore is credited with in the month of February on your ledger; just give the items.

A. February 5, 19, $64; February 22, $60.91; February 23, $10; February 25, $87.50.

Q. When do your books show that cotton notes for Moore's cotton were delivered to Meier & Co.?

717 A. June 15, notes for 6 bales; June 18, notes for 29; June 22, notes for 2 bales; August 15, notes for 573 bales, 630 bales.

Q. The deliveries of June 15, 18, and 22 were rejected cotton, were they not?

A. June 15, 22, were rejected cotton.

Q. And this good cotton they took on the 15th of August?

A. On the 15th of August.

Q. Is there any book showing what price the rejected cotton was?

A. Nine cents.

Redirect examination by Mr. LUBKE, counsel for defendant:

Q. Mr. Peper, the credit of sale of this cotton to Mr. Moore, as shown on your ledger in his account, pages 160 and 161 and 162, correspond, do they not, with the credits, as shown on the account attached on your former deposition, beginning on page 7, under date of June 16, and ending with the same date on page 8?

A. Yes, sir.

718 Q. Now, when you, under the advice of Mr. Whipple and myself, re-rendered the account of sales, so as to show the sales made in February separate from the sales made in June, that you did do in this amended account, as shown on the last three pages of exhibit marked "132, J. Robertson, N. P."?

A. Yes, sir.

Q. In that exhibit, the last one, marked "132," and the sales, marked Exhibit "131," the sales are reported separate for the February sales, and separate for the June sales?

A. Yes, sir.

Q. Producing a balance on that account due you under date of June 16 of $3,350.18, independent of the notes?

A. Independent of the notes.

Q. Now, if you look at this $3,350.18, marked due you on the Exhibit 132, and come here and look at the account, how does the difference between $3,257.14, as appears on the book, and $3,350.18, as it appears on this account, Exhibit 132, correspond?

719 A. It don't correspond.

Q. Where is the difference?

A. Because there are three bales on hand, and one to arrive; four bales of cotton to be accounted for.

Q. Now, show it here where those three bales on hand and one to arrive are accounted for, so as to reduce the balance to $3,257.14.

A. Sales under date of August 11th, one bale, $35.31; another bale, $8.52.

Q. Then, Mr. Peper, as I understand it, this account, exhibited to your former deposition, marked 131 and 132, which shows the balance in your favor on the account to be $3,350.18, wants to be credited by two bales which you sold since then, amounting to $35.31 and $8.52, is that it?

A. Yes, sir.

Q. They don't produce the result of $3,257.14.

Here is another bale, July 6th, $17.29; that is after the date of this account; that still don't reduce the amount to $3,257.14. Now, Mr. Peper, since the rendition of this account of June 16, which

720 is marked "131" and "132," and attached to your former deposition, you have disposed of the four bales reported on hand, have you not?

A. Yes, sir.

Q. And crediting the proceeds of those sales it reduces the account to $3,257.14, is that it?

A. Yes, sir.

Q. Now, then, have you, besides that account of $3,257.14, anything against Mr. Moore?

A. No; I think that is all, with the exception of the secured notes.

Q. Where do those notes appear in this account?

A. On the first page of Exhibit 131 they appear as credit by note in that account.

Q. You have the notes in your possession? You hold them in addition to the account?

A. Yes, sir.

Q. This account, marked 131 and 132, is made out as if you had rendered the sales in February—in February, is it not?

A. Yes, sir.

Q. And the balance in your favor is reduced on your book by the fact you credited Mr. Moore's account $1 661.86, as you explained this morning?

A. Yes, sir.

721 Q. Now, turn to the exhibit attached to your former deposition, pages from 1 to 8, inclusive. The balance which you claim there is $4,984.96?

A. Yes, sir.

Q. That is the amount which you claim will be due you if your rendering of these sales in June, all in June, instead of 229 in February, is sustained?

A. Yes, sir.

Q. And in addition to what you thus claim of $4,984 upon their theory, you also claim the amount of the notes?

A. Yes, sir.

Q. If the notes are also credited in the account in the same way and should be charged back?

A. Yes, sir.

Recross-examination by Mr. KIMBALL:

Q. Mr. Peper, of these two accounts which you have been speaking about, which is the correct one?

A. The one that shows the balance of $4,984.96.

Q. That is the one you say that comes from your books—that corresponds with your books?

A. They all come from my books.

Q. That corresponds with your books?

A. They all come from my books.

722 Q. Will you turn to the books, show where the item of "interest, $385.64" is?

A. There ain't no credit here; there is a debit.

Q. Where do you find that item on your books; you say this first account is a transcript of your books, and corresponds with your books, in answer to Mr. Lubke's question?

A. This is credit (pointing to paper), and this is debit (pointing to book); the book is debit.

Q. Where do you find it credited anywhere on your books?

A. I don't see it.

Q. Now, I want you to find on your books "balance due C. G. Peper & Co., $4,984.96;" is that there?

A. There it is; balance $4,984.96; 162 page N. ledger, June 16, account of W. A. Moore.

Q. Now, will you show me where, on this account, $45,760.13 is on your books?

A. I don't see it.

Mr. LUBKE: You refer now to the footing on page 8; the

723 footing would not appear on the book?

Mr. KIMBALL: It is not footing.

(Signature of witness was waived.)

FREDERICK LIPPHARDT, having been first duly sworn on the part of the defendants, was examined by Mr. LUBKE, counsel for defendants, and testified as follows:

Q. Your deposition was taken last year in this case?

A. Yes, sir.

Q. And you made out the accounts which are attached to the

depositions taken a year ago, being paper marked "Exhibit A, J. Robertson, notary public?"

A. Yes, sir.

Q. The first account here, the one marked Exhibit A, commencing with the first page thereof and ending with page 8, does that correspond with your books, or the books of Charles G. Peper & Co., up to the date of June 16th?

A. Yes, sir.

Q. Now, after June 16 what credits appear on your books to Mr. Moore's account that reduce that $4,984.96?

724 A. One credit, date June 28, consignment one bale of cotton, $32.17; July 5, by consignment account, one bale of cotton, $17.29; June 16, by sundries, journal page 103, $1,661.86; August 11, by consignment account, one bale of cotton, $35.31; August 11, by consignment account, one bale of cotton, $8.52.

Q. Now, what are these items of $32.17, $17.29, $35.31, $8.52 that you speak of?

A. Two of the bales are *mode* and water-pack; two others, to the best of my recollection, were damaged bales.

Q. These items are the proceeds of 4 bales, are they?

A. Yes, sir.

Q. The $1,661.86, does that consist of the items which Mr. Peper stated in his deposition this morning?

A. Yes, sir.

Q. Now, what items of debit have you against Mr. Moore's account after June 16th?

A. July 11, to cash, 25 cents; June 16, to sundries, $27.08.

Q. Refer to page 103 of the journal and state what the sundries are.

725 A. Journal, page 103, date July 20, in the margin June 16, W. A. Moore, to sundries, $27.08; repairing account, water-pack, $1.50; commission account for difference in price on 229 bales of cotton, see corrected statement copy-book, page 430 to 434, $25,58.

Q. Now, charging these two items you have read, "25 cents" and "$27.08," to Mr. Moore in addition to $4,984.96 balance, as shown on page 8 of this statement and on page 162 of this book, and crediting against that these various items for four bales and $1,661.86, leaves the balance on the open account due Mr. Peper at this time how much?

A. August 11, to balance, $3,257.14.

Q. That $3,257.14 is independent of the notes?

A. Independent of the notes.

Q. The notes having been credited in the account as appears?

A. Yes, sir.

Q. I will ask you now to look at the statement marked Exhibit 131 and 132, the balance shown to be due C. G. Peper & Co. under date June 16, the end of that account, is $3,350.18, but there

726 is reported on hand 3 bales and one to arrive; will you please bring that account to $3,350.18 down so as to correspond with the account, as shown on the books on page 162, if you can?

A. Take the balance from the ledger, page 162, $4,984.96, and add

the items charged there of $27.08, gives $5,012.29, aggregate; $5,012.29, crediting the item of $1,661.86, leaves $3,350.18, the same as the statement Exhibit 132.

Q. From which $3,350.18 four bales are to be deducted from the account, which brought it down to $3,253.14, independent of the notes?

A. Yes, sir.

Q. I will ask you, Mr. Lipphardt, to make a further account and attach it to your deposition, to be used as an exhibit in continuation of these exhibits here that we have used, 131 and 132, to be attached to this deposition. (The exhibit called for is hereto attached, marked Exhibit A, Lipphardt, 3 sheets.)

727 A. To bring it down to this amount? (indicating.)

Q. Bring it down as it shows now, August 11, balance $3,257.14.

A. Bring the balance down?

Mr. LUBKE. Bring the balance down.

Q. Where upon your books, ledger page 157, in Moore's account, is the first charge of interest?

A. 156 is the first item of interest.

Q. How much is that?

A. 219.88.

Q. Where does that appear in the Exhibit A of the former account?

A. Page 1; footing of interest, $219.88.

Q. Where is the next charge of interest appearing on your ledger?

A. On page 157, date January 6, $90.26.

Q. Where is that in this account?

A. Page 2; debit, $102.86 interest, and credit $12.57 interest.

Q. On the account?

A. Difference $90.26 charged on the ledger, page 157.

Q. Where is the next item of interest charged on your books?

A. June 16, page 162; $1,332.47 interest.

Q. Where does that appear in this account?

728 A. By the amounts charged on page 7 of exhibit June 16 to interest $1,600.52, and to interest on freight, as per statement "A" herewith, $117.59, makes an aggregate debit of $1,718.11 on interest account on that side; then on page 8 of credits there is interest credited $385.64, which leaves the difference $1,332.47, amount charged in Moore's account, page 162 in the ledger.

(Counsel offered in evidence certificate of C. W. Simmons of prices of cotton at the times therein stated, and by agreement of parties it is taken in evidence, and it is marked Exhibit XI, July 12, 1882, and is hereto attached.)

Q. Now, Mr. Lipphardt, taking the prices of cotton marked as set forth in that certificate after the date of June last and up to and including the end of the year, what difference would it make on Mr. Peper's account; suppose that he had held this cotton during the period ending with a year, and had been fortunate enough

729 to sell it at a time when the market was *was* the highest, and realized on it, and in giving your answer please designate

what period in this account you fix for the highest price for this kind of cotton covering this entire time?

A. I have made a rough estimate, and according to that the difference could not have been more than a thousand dollars or $1,200.

Q. Which way?

A. Credit to Moore, if held and sold at the highest point.

Q. What do you consider as the highest point; what have you taken as the highest point?

A. I have taken Mr. Simmons' quotation as the basis of sale, taking 11 and five-eighths for middling sold in November.

Q. On the basis of 11⅝——

WITNESS. For middling sold in November.

Q. The 229 bales were sold at what price?

A. They were sold when middling was 11⅛.

Q. And in the amended account the sales here are accounted for at what price?

A. In there June 16, ain't they?

730 Q. In the amended account sales?

A. At that price, on the basis of middling at 11⅛.

Q. What improvement was there in the price above that, between June and December, on the 229 bales? Was there any improvement?

A. That item would have been $550 the other way, according to my calculation.

Q. That is——

WITNESS: He would have owed us $550 more if we had sold them in November instead of selling them in February.

Q. You take 11⅝ for middling in November to be the price?

A. Yes, sir; basis of middling, 11⅝.

Q. You sold the 229 bales in February at 11⅛?

A. On the basis of middling, 11⅛.

Q. Rendered them February in the amended account?

A. Yes, sir.

Q. As 11⅛ middling?

A. At the basis middling, 11⅛?

Q. Now, Mr. Moore's account would have increased against him by having held that 229 bales until December or November, by how much?

731 A. By fully $500.

Q. Now, then, taking the lot that was sold to Meier, what was that sold at and accounted for?

A. On the basis of middling, 10½.

Q. Just explain that, on the basis of middling, 10½.

A. To figure the highest price, say November, 11⅝ would make a difference of 1⅛ cents, estimating 480 pounds to the bale, will make 630 bales from June 28 down to November 1, 1881, five months, at ⅛ per cent., 480 pounds to the bale, would make $1,890, would leave $1,512 that Moore's account would have been improved by the sale of 630 bales in November. Deduct from that $549.60 that he would have run short by holding 229 bales till November

would leave $962.40 benefitted by selling 9,860 bales in November, instead of February 14 and June 2, as we did.

Q. In other words, by holding the cotton till November, if you had been under obligation so to do, and selling it at the best
732 market price then attainable from these quotations, and deducting the cost of holding and carrying the cotton, it would have made a difference to Mr. Moore of only $962.40 to be deducted from the account of $3,257.14, independent of the notes?

A. Correct.

Q. I will ask you whether you have obtained the vouchers that go with accounts marked Exhibit A, and attached to the former deposition?

A. I cannot find them in our office; I think they must still be in Little Rock.

Q. Did you send them to Major Whipple?

A. I sent them to Major Whipple.

Cross-examination by Mr. KIMBALL, counsel for complainant:

Q. If you have not got them, Major Whipple has?

A. Yes, sir.

Q. Were you book-keeper for Mr. Peper in February, 1881?

A. Yes, sir.

Q. Do you remember the time when those 229 bales were sold?

A. Yes, sir.

Q. Were you present at the sale—knew of it at the time?
733 A. I don't know as I was present; I knew of it right after.

Q. Why didn't you credit them on the book?

A. I made out—in fact, had a notification of the sale made out——

Mr. KIMBALL: My question is why didn't you credit them on the book?

A. That is the first step to credit them by making notification of the sale; that is the first step; we notify them that we have sold, and had it all complete, when we received a telegram from Mr. Moore not to sell his cotton, and then it was not notified and not entered to his credit.

Q. By whose directions was it not put on the book?

A. By Mr. Peper's.

Q. He directed you not to enter it on the books?

A. Yes, sir.

Q. Was Oscar there at the time?

A. When he told me?

Q. Yes.

A. I don't know; I don't think he was.

Q. On one of your accounts you have an item of debit $27.08; just turn to it; what was that?

A. For difference in price on 229 bales; see corrected state-
734 ment, copy-book, pages 430 to 434; the amount is $25.58, and repairing account on water-pack bale cotton, $1.50, makes a total of $27.08.

Q. How do you get at the sum of $1,661.86 which you have debited?

A. Credit of $1,661.

Q. You credit Moore and debit yourself?

A. Yes, sir.

Q. $1,661—how do you get at those figures?

A. That went in the account sales for this 229 bales.

Q. Give us the whole process by which you get the $1,661?

A. I take the amount of the account of sales as originally made out for the 229 and deduct from that the footing of the account sales, or rather deduct the former from the latter, because the former is larger. I made out a duplicate account sales a second time.

Q. In the new account sales, what did you put the cotton at?

A. It all went to the credit of Moore, date, June 16; 860 went to his credit, and then the difference in price and commission and storage and interest and insurance that was credited 16th
735 June, in an item, $1,661.86—I simply credited the difference between the way I had rendered it and the way it was made up new.

Q. Which is the correct way?

A. That is for the lawyers to say.

Q. But, as a matter of fact, as a matter of business.

A. The way adopted we ought to be able to hold it.

Q. You ought to be able to sell a man's cotton and give him credit two cents less a pound than you got for it?

A. Mr. Peper told me straight along they gave him *carte blanche* to sell it.

Q. If he had that *carte blanche* to sell it, he ought to have credited what he got?

A. Yes, sir; that is what I told him.

Q. You told Mr. Peper so at the time?

A. Yes, sir.

Q. Can you give the notary the item $1,661.86 on the book?

A. Credit of $1,661.86 to W. A. Moore consists of cotton
736 account; difference on 229 bales of cotton, $1,023.76; interest difference on 229 bales of cotton, $332.76; weighing and storage difference on 229 bales of cotton, $215; insurance difference on 229 bales of cotton, $90.80; rejected account, 25 cents.

Q. That makes 1,661.86, now in getting at $1,023.05 as the difference between the former account, February, and the account in June, how many cents a pound do you call it?

A. That was the difference between what we got in February and what we accounted for in June; that is the actual difference in the price of cotton.

Q. What was that?

A. $1,023.

Q. I know; how many cents a pound was the difference?

A. I don't remember that.

Q. See if you cannot find out, because if it was two cents it would make the difference more than that.

A. I cannot tell; the price in February was $11\frac{1}{8}$, and the second of June it was $10\frac{1}{2}$, shows a difference there of five-eighths.

Q. It was five-eighths cents per pound?

737 A. Yes, sir.

Q. That is the way you got $1,023.25?

A. Yes, sir.

Q. In June didn't you sell cotton just like that for $9\frac{1}{8}$?

A. When I speak here of $11\frac{5}{8}$, $11\frac{1}{8}$, I have been very careful, always saying, "On the basis of middling."

Q. Didn't you sell Moore's cotton just as good as that was for $9\frac{1}{8}$?

A. Yes, sir.

Q. On the second of June?

A. On the second of June.

Q. This very lot you are now speaking about was sold for $11\frac{1}{8}$?

A. On the basis of middling, $11\frac{1}{8}$.

Q. He actually did sell it for $11\frac{1}{8}$?

A. No, on the basis of middling, $11\frac{1}{8}$.

Q. Did he get that for it?

A. No; on the basis of middling, $11\frac{1}{8}$, that is the thing we want to rest on; it makes ever so great difference whether cotton averaged strict good ordinary as Mr. Vaudry testified this morning, or whether you take the basis of middling, $11\frac{1}{8}$.

Q. Didn't Mr. Peper testify this morning you actually got $11\frac{1}{8}$ a pound for that 229 bales; don't the book show it?

738 A. He may have intended that asbasis of middling, $11\frac{1}{8}$.

Mr. PEPER: On the basis of middling that is understood, that is the only way you can sell cotton.

Mr. KIMBALL: My question is this: Didn't Mr. Peper sell in 1881 229 bales of Mr. Moore's cotton for $11\frac{1}{8}$ a pound?

A. That is impossible; there was not a baleof middling in it; it was all below.

Q. Didn't he get that for it, whatever it was?

A. No, sir.

Q. How much did he get for it?

A. The whole list is $10\frac{1}{4}$, 431 bales in the list, and Moore's is the lowest cotton.

Q. How much did he get for Moore's 229 bales?

A. I cannot tell that now; I will have to look that up; I can tell by the accounts sales; we rendered to him by class, not by a round price. Let me see the quotations. (Paper handed to witness.)

Q. My question is, what did Mr. Peper actually get for Moore's 229 bales of cotton which Peper sold in February as appears from the books?

739 A. That is what I am trying to find out now (examines paper) on the basis of middling, $11\frac{1}{4}$; what that average is I cannot tell now, because we rendered to him each class by itself, which we didn't do in the 630 bales, the 630 bales we rendered the general price on the basis of $10\frac{1}{2}$, 630 bales.

Q. What did you actually get for the 229 bales?

A. What the average was I cannot now tell; we rendered each grade by itself—the 229—we rendered each grade by itself.

Redirect examination by Mr. LUBKE:

Q. Mr. Lipphardt, in reference to the last question asked you by Mr. Kimball, what I want to call your attention to, is Mr. Guhney's testimony on page 30 of former depositions, I will ask your attention to this to refresh your recollection. Mr. Guhney says that he was the buyer for Orthwein and Brother, and says "that
740 lot of cotton was bought by me on the 12th day of February, 1881, and consisted of 431 bales—the 431 bales you sold to Orthwein included the 229 bales of Moore's?"

A. It did.

Q. Continuing, Mr. Guhney says: "I paid 10¼ for it." Can you now recall the price that you actually got in February?

A. From the book there I see it is 10¼.

Q. Per pound?

A. Per pound.

Q. What do you call that on the basis of middling equal to?

A. February 14, basis of middling, 11⅛; on the basis of middling, 11⅛.

Q. In point of fact you received 10¼ cents a pound?

A. Ten and a quarter cents a pound all around.

Q. When you made up the difference between the proceeds of the sale in February, and the account as you rendered it in June, taking all the cotton as sold in June, you made the calculation of the difference on this basis that you had received ten and a quarter cents a pound for the February lot?

A. Yes, sir.

741 Q. That is the thing, on the basis of middling, because his cotton may have averaged less; the amount rendered was on the basis of middling, eleven and one-eighth.

Q. We don't want any confusion about this; please explain what you mean by a price as so much per pound on the basis of middling. If cotton is not of the quality of middling, what deduction is made on the price?

A. Well, if I sell a man two bales of cotton in one lot, one worth 12 and one 11, that will make 23, so the average price will be 11 and a half; consequently, if middling is 12, these two bales will have been sold on the basis of middling.

Q. The accounts as charged by your amended account, Exhibit 131, and on —, does that show the actual amount received by Mr. Peper for those respective lots of the dates of February and June?

A. Yes, sir; it does.

(Signature of the witness was waived.)

742 JULES VAUDRY, of lawful age and sound mind, having been by me first carefully examined, cautioned, and sworn to testify the truth, the whole truth, and nothing but the truth touching the matter in controversy, did thereupon depose, testify, and say, as follows:

Direct examination by Mr. LUBKE:

1 Q. You live in St. Louis?

A. Yes, sir.

2 Q. You are a cotton broker?

A. Yes, sir.

3 Q. How long have you followed that business?

A. About 22 years.

4 Q. Where?

A. New Orleans and St. Louis.

5 Q. Were you in the employ of Charles G. Peper & Co. at any time in 1881?

A. I was classing cotton; not exactly in their employ, I guess, but I was classing cotton for a good many cotton buyers and factors; I did it a good many seasons.

6 Q. You classed his cotton from the first of January to what time?

A. To August, I think, 1881.

7 Q. You were classing for others also?

A. Yes, sir.

743 8 Q. Will you explain, please, how the classing of cotton is done here, or was last year?

A. It is done in the same way; cotton arrives from the railroad, it is put in the press, and then sampled by the warehouse; the warehouse has their own sample, and each sample is put separately in a paper and that is marked and a number put on it, and that is sent to the factor's office—the man that sells the cotton—the very morning it arrives at the factor's office the classer comes in and takes the samples of cotton to class, and goes up stairs and opens it, and then this little boy Oscar and myself—we were working on this at that time—and I would call off the numbers and marks, and I would class the bale and give the classification, and when I got through I would put on my coat and go out. The cotton is already sampled by the warehouse; I class it according to the sample and give

744 him the full classification, and that is marked on a book, and I have nothing more to do with the cotton.

9 Q. If I understand you aright, you have nothing to do with taking the sample out of the bale?

A. Nothing whatever.

10 Q. Nor has the factor?

A. No, sir.

11 Q. That is done by the sampler in the cotton compress warehouse?

A. Yes, sir.

12 Q. That sample is taken from each bale and is sent to the factors?

A. Yes, sir.

13 Q. From the compress company?

A. Yes, sir.

14 Q. And these packages when they come to the factor are opened by you, and, on the inspection of the cotton you rate it?

A. Yes, sir; I class it.

15 Q. Now, do you know anything about who the shipper is?

A. Sometimes I can guess at it by the figures or marks on it, but

the full name is not put on; just, for instance, "W. A. M.," or any others that are large shippers; one came "W. M.;" I don't know who they were; nothing to do do with it.

16 Q. You guess it was Moore?

A. No, I didn't know that at the time.

745 17 Q. You classed for Peper between January and August of last year all the cotton he received?

A. Yes, sir; to the best of my knowledge.

18 Q. From the various consignors?

A. Yes, sir.

19 Q. At various points?

A. Yes, sir.

20 Q. When the samples came in in the morning from the compress company you examined the samples and stated the class and called it off to the clerk of Peper?

A. Yes, sir.

21 Q. And he noted it in a book?

A. Yes, sir.

22 Q. Now, what did you call off to him?

A. For instance, "17550, marked W. A. M."

23 Q. What does this number and mark mean?

A. The number means the tag the warehouse put on it as a guide to themselves instead of the planter's mark, and the shipper's name is put on in initials. For instance, this was W. A. M.

24 Q. The number you first gave and called off to the clerk is the warehouse number?

A. Yes, sir.

25 Q. From which this sample is taken?

A. Yes, sir.

26 Q. The marks on the bale, those are on the tags of the warehouse?

A. Yes, sir.

746 28 Q. And that mark you call out?

A. Yes, sir; to the factor's clerk, as a guide.

29 Q. Then what else?

A. Then I call the grading off, which I fix myself from my inspection.

30 Q. Had you any instruction from Peper of any kind in reference to the classification you made?

A. None whatever. If I had, I would not have accepted them.

31 Q. You made this classification from your judgment?

A. Yes, sir.

32 Q. In all cases you do that?

A. Yes, sir.

33 Q. Impartially?

A. Yes, sir.

34 Q. And guided by an experience of 20 odd years?

A. Yes, sir.

35 Q. Can you from memory state now what the class of W. A. Moore's cotton was that was received?

A. It's very hard for me to tell that, I class so much cotton ; but if I remember aright, there was a great many stains upon the cotton.

36 Q. You couldn't from recollection state in a general way what the character of that cotton was now?

A. No, not correctly.

747 37 Q. I will ask you, from your recollection if you can state about how the W. A. M. cotton or W. M. cotton, received by Mr. Peper between the dates of January and August of last year, averaged?

A. I used to take a sort of an average of that myself, because I buy a great deal of cotton, and so after I get through classing for Peper I would form an idea myself of what it would be, but not put it in figures.

38 Q. What is your recollection of it now?

A. I think from my recollection it was about strict, good, ordinary, to low middling; that's the average, running as low probably as ordinary cotton, and some as high as good middling.

Cross-examination by Mr. KIMBALL, counsel for the plaintiff:

1 X Q. How many bales did you class for Peper that year?

A. I don't know.

2 X Q. Have you any idea?

A. No; from 2,000 to 2,500.

3 X Q. What other initials had any cotton that you classified?

A. Well, there was "C. and K.," one mark ; I paid little attention to it.

748 4 X Q. Who was C. and K.?

A. I don't know.

5 X Q. What other marks?

A. I don't remember any others; I am not sure whether that is C. and K.

6 X Q. How many bales were there marked C. and K.?

A. I don't know; I called them off, and Oscar put them down, or Mr. Lipphardt; I never took a memorandum beyond the Moore, marked W. A. M., that I remember.

7 X Q. How many bales were marked W. A. M.?

A. I can't tell.

8 X Q. Have you any idea?

A. I don't know; probably 600 or 700; I don't know positively, but as near as I can remember altogether.

9 X Q. How many bales of cotton did you inspect that year and class for all persons?

A. From 12,000 to 13,000 bales; yes, in all about 15,000.

10 X Q. For how many different persons?

A. 8 to 10.

11 X Q. Can you pick out from them any particular brand of names and say how many bales there were?

A. From these other parties?

12 X Q. Any of them or all together.

749 A. Yes, sir; Senter I used to class for some names I knew, persons that I was acquainted with that would be in the cotton business while I was there.

13 X Q. Do you know what W. A. M. was for?

A. No, sir; not at that time.

14 X Q. When did you first ascertain?

A. I first heard so from Captain Morgan; he told me about it.

15 X Q. When?

A. In July, I think.

16 X Q. Morgan was the agent of Peper?

A. Yes, sir.

17 X Q. July, 1881?

A. Yes, sir; I think so; I paid no attention to it.

18 X Q. Do you remember how high a class any of this was marked W. A. M.?

A. I don't know, sir; it may have been some few bales good middling in it.

19 X Q. How many?

A. I really can't tell, as I never kept a memorandum.

20 X Q. What was the other classification you gave to that?

A. That I disremember, but it runs from good middling, I suppose to ordinary.

21 X Q. How many were ordinary?

A. I have no idea; I never counted them at all.

750 22 X Q. Now, is not all the cotton that comes from that Southern country good cotton?

A. Not always; I have seen some very poor cotton.

23 X Q. I mean generally.

A. No, sir; generally Arkansas cotton is in staple very good, but as a general thing it is a pretty low grade; there is a great deal of stained cotton, and stained cotton there is a difference of five-eights to three-fourths of a cent in value always quoted.

24 X Q. Is not cotton around Hot Springs good cotton?

A. That's about the first cotton we classed, from around Hot Springs.

25 X Q. You are not acquainted with the cotton that comes from there?

A. No, sir; not from that section; I had a little experience with it last year.

26 X Q. Was that which was marked W. A. M. as good as the average that comes from there?

A. I suppose it was; it would depend on the season whether it was good or bad.

27 X Q. State how many bales were marked W. A. M.

751 A. 600 to 700 bales; I really can't tell.

28 X Q. Where were you when you called off this classification?

A. In the cotton room.

29 X Q. Peper's clerk was there?

A. Yes, sir.

30 X Q. With a book?

A. He had a little book there; little Oscar; he had his classification book, and I would call off and give him the class, and we would count the bales to check, to see he had the right number.

31 X Q. Was it made in pencil or ink?
A. Pencil, I believe.
32 X Q. Did you look at the book to see whether he had it right or not?
A. Never.
33 X Q. When was the time you classed the 600 and odd bales?
A. I classed different lots as they came in.
34 X Q. How large lots?
A. There might be 100 to 150 bales most any time I classed.
35 X Q. When was the 150 bales?
A. I can't tell.
36 X Q. In saying 100 to 150 bales, is that a definite or general statement?
A. It is a general statement; about as much as I ever had
752 at one time, one day, for Peper; I laid out 600 and odd bales for him.
37 X Q. Not all at one time?
A. At one time I laid out 600 or 700; I didn't class that lot at all; I simply laid that lot out.
38 X Q. When was that?
A. July, I think.
39 X Q. And that lot of 600 bales you didn't class?
A. I classed it once before.
40 X Q. Who for?
A. For Peper; it was cotton I had already classed, and when he wanted to sell it he sent me to lay it out, and I fixed it as nicely for him, and in good style, as well as possible, on the table.
41 X Q. What do you mean by fixing it nicely?
A. Put each grade by itself, to give it a good appearance on the table, and not to have a good bale beside a low bale, which depreciated the cotton, but I had each grade by itself to help him sell it the best he could.
42 X Q. What month was that?
A. July, I think.
43 X Q. Do you know whose cotton it was?
A. I do not.
753 44 X Q. Nor how it was marked?
A. I think it was marked W. A. M.
45 X Q. You don't know that was all W. A. Moore's or not?
A. I expect it was, though; most of it.
46 X Q. You say you laid it out in this way to sell; who were the customers who purchased it?
A. That I don't know, sir.
47 X Q. You didn't hear that?
A. No, sir.
48 X Q. You don't know that it was sold at all?
A. No, sir; after I get through classing the cotton, I never ask the factor who he sells the cotton to.
49 X Q. What time in July was this?
A. I think about the middle; really I can't tell positive what time, as I paid no attention.

50 X Q. Have you any memorandum to come at it?

A. No; I never kept a memorandum at all.

51 X Q. Your best recollection is it was the middle?

A. I remember I wanted a little money for my pay, and I would go to Lipphardt whenever I wanted it, and he would pay me
754 in that way, but I never kept a memorandum myself.

52 X Q. Of that how many bales were marked W. A. M.?

A. I don't know.

53 X Q. You don't remember?

A. No, sir; I don't know, because I never looked; it was no business of mine at all.

54 X Q. So you don't know how it was marked, because you didn't look?

A. No, sir; I have classed as high as 1,000 for Senter in one day, and I can't tell a mark on on- bale 10 minutes after, as it [is] no interest of mine to try and retain it.

55 X Q. You have no occasion to remember whose it was or the marks?

A. The classification is the only thing I have to do.

56 X Q. There is no reason why you should remember the marks or initials on it?

A. None whatever; because I have it in the books for their reference; even when I buy cotton I go to the press; if I receive the cotton, I never look at the marks or the numbers, and I can't tell whose it is I buy.

755 57 X Q. When classing it you have no occasion to look at the initials?

A. No.

58 X Q. And you never notice them?

A. No.

59 X Q. You might class a thousand bales and not know a single bale; who it is from?

A. Yes; as I told you, I classed a thousand bales for Senter one day, and I never could [tell] what mark was on one bale.

60 X Q. Not possible for you to remember?

A. No, sir.

61 X Q. (By Mr. LUBKE:) You call the marks off?

A. Yes, sir.

62 X Q. And mechanically?

A. Yes, sir; I call the numbers first, and they are marked on the book.

63 X Q. (By Mr. KIMBALL:) You don't fix that in your memory?

A. No, sir.

64 X Q. Half an hour after you can't tell how they are marked?

A. No, never try to think of it; marked just simply for the benefit of the factor.

65 X Q. What is your business now?

A. Cotton broker.

66 X Q. Are you connected with Peper at all?

A. Yes; I class cotton when he has any.

67 X Q. You are still in his employment to that extent?

756 A. Yes; I come in here probably once a week to see if he has any cotton; my main business is a cotton broker, and I buy cotton.

Re-examination by Mr. LUBKE:

1 Q. I want to ask this: This lot of about 600 bales, you laid out for Peper, you think in the middle of July last, and you arranged the samples on the table of the entire lot?

A. Yes, sir.

2 Q. And you arranged them in such a way as to make them as attractive as possible to the purchaser?

A. Yes, sir.

3 Q. Was that in July or June?

A. I think it was July; I can't swear to it; I paid not attention at all.

4 Q. Are you sure it was not in June?

A. I don't know, sir; I really can't tell.

5 Q. It was in the summer?

A. Yes, sir.

6 Q. In hot weather?

A. Yes, sir.

7 Q. Was Capt. Morgan here at the time; do you remember?

A. No, sir; I think not.

8 Q. He was away at the time?

A. I think he was; he wasn't at the office; I didn't see him.

757 9 X Q. All the cotton you had theretofore classed when it came in?

A. Yes, sir.

10 X Q. Each shipment?

A. Yes, sir.

11 X Q. Classed it correctly?

A. To the best of my ability.

12 Q. And all you have stated in regard to that cotton is you classed it to the best of your ability?

A. Yes, sir.

13 Q. Impartially and fairly?

A. Yes, sir.

Signature waived.

UNITED STATES OF AMERICA,
Eastern District of Missouri:

I, L. L. Walbridge, a notary public within and for the city of St. Louis, State of Missouri, duly qualified under the laws of the United States to take depositions for use in the circuit courts of the United States, do certify that on the 12th day of June, A. D. 1882, I was attended, at the office of Charles G. Peper & Co., Walnut street, in the city of St. Louis, in the State and district aforesaid, by Eben W. Kimball, Esq., counsel for complainants, and Mr. Lubke,
758 of counsel for respondents, and the witnesses, Charles G. Peper, Jules Vaudry, and Frederick Lipphardt, who were of sound

mind and lawful age, and who were by me carefully examined, cautioned, and sworn to testify the truth, the whole truth, and nothing but the truth, and the depositions were, by consent of counsel for complainants and respondents, respectively, reduced to writing in short-hand, in the presence of the witnesses, and from their statements.

I further certify that it was then and there agreed by said counsel, respectively, that the transcript of said short-hand notes so taken, without the signatures of the witnesses thereto, might have the same force and effect as if said transcript had been signed by said deponents in my presence.

I further certify the foregoing is a correct and faithful transcript of said short-hand notes so taken.

I further certify I am not of counsel or attorney for either
759 of the parties in said deposition or caption named, or in any way interested in the event of the said cause named in said caption.

In testimony whereof, I hereunto set my hand and seal notarial, this 25th day of July, 1882.

L. L. WALBRIDGE,
Notary Public, City of St. Louis.

Notary's fees, $49.60. Paid by defendants, C. G. Peper & Co.

Price of all Grades of Cotton in St. Louis for the following Months.

FEBRUARY.

	Low ord.	Ord'n'y.	Good ord.	L. mid.	Midd.	G. mid.	Mid. fr.	Market.
1st	7 7/8	8 3/8	9 1/4	10 3/4	11 3/8	12	12 1/2	Quiet.
2nd	7 3/4	8 1/4	9 3/8	10 5/8	11 1/4	12	12 1/2	Quiet.
4	"	"	"	"	"	"	"	Quiet.
5	7 1/2	8 1/4	9 1/2	10 1/2	11 1/4	12	12 1/2	Dull.
8	7 3/8	7 7/8	9 3/8	10 5/8	11 1/8	12	12 1/2	Dull.
17	7 1/2	8 1/4	9 1/2	10 1/2	11 1/4	12 1/4	12 5/8	Steady.
24	7 3/8	8 1/8	9 3/8	10 3/8	11 1/8	12	12 1/2	Qt. and easy.

All the quotations for the month.

JUNE.

1	6 1/4	7 1/4	8 1/4	9 1/4	10 3/8	11 1/8	12 1/8	Firm.
2	6 3/8	7 3/8	8 3/8	9 3/8	10 1/2	11 1/4	12 1/4	Firm.
10	6 1/2	7 1/2	8 1/2	9 1/2	10 5/8	11 3/8	12 3/8	Steady.

No change bal. of month.

Price of all Grades of Cotton in St. Louis, &c.—Continued.

760 SEPTEMBER.

	Low ord.	Ord'n'y.	Good ord.	L. mid.	Midd.	G. mid.	Mid. fr.	Market.
1	7	8	9 1/16	10 1/16	11 1/16	11 3/16	12 3/16	Nom'l.
6	7 1/8	8 1/8	9 3/16	10 3/16	11 3/16	11 5/16	12 5/16	Firm.
8	7 1/16	8 1/16	9 1/16	10 1/16	11 1/16	11 3/16	12 3/16	Firm.
13 & 12	7 3/8	8 3/8	9 5/8	10 5/8	11 5/8	12	13	Firm.

Bal. of month prices were lower.

OCTOBER.

1	7 1/4	8 1/4	10	11	11 3/4	12 3/4	12 1/4	Firm.
3	"	"	"	"	11 1/2	12 3/4	12 1/4	Steady.
4	"	"	"	"	"	"	"	Steady.

Bal. of month prices were lower.

NOVEMBER, 1881.

1	7 3/8	8 7/8	10 1/8	10 7/8	11 1/4	11 5/8	12 1/4	Steady.
14	7 1/8	9	10 1/4	11	11 3/8	11 3/4	12 1/4	Firm.
17	7 5/8	9 1/4	10 3/8	11 1/8	11 1/2	11 7/8	12 3/8	Firm.
30	8 1/4	9 1/4	10 1/2	11 1/4	11 5/8	11 7/8	12 3/8	Firm.

These are all the quotations this month.

DECEMBER.

1	8 1/4	9 1/4	10 1/2	11 1/4	11 5/8	11 7/8	12 5/8	Firm.

On the 7th prices were lower, and so continued to the end of month.

These quotations are the official ones for the months stated.

C. W. SIMMONS,
Sect'y St. Louis Cotton Exc.

July 12th, 1882.

761 In U. S. Circuit Court, East. Dist. of Ark.

FORDYCE *et al vs.* PEPER *et al.*

It is agreed that [the] above certificate may be used as *as* evidence in said cause by either party, and that the same is a correct statement of price of cotton in St. Louis at the times stated.

G. W. LUBKE, *For Def'd't.*
EBEN W. KIMBALL,
For Plaintiff.

EXHIBIT A—LIPPHARDT.

No. 819.—Sales by Charles G. Peper & Co. of 1 bale cotton, received 12 | 9, 1880, per I. M. R. R., for account of W. A. Moore. Sold 8 | 6, '81. Sale No. 145.

W. A. M.		
251, sand p., 506 @ 8¾		44 27
Charges:		
Freight, $— per bale; B. L. charges, $—	4 10	
Repairing		
Weighing, 10 cents per bale	10	
Drayage and storage, 40 cents per bale 1st mo.; $1.75, 7 m. ex.	2 15	
Rejection and reweighing, 25c. per bale, twice	50	
Insurance, marine, — per cent. on $— per bale		
" fire, " " 1.00 " 8 m.	1 00	
Commission on sale, 2½ per cent	1 11	
		8 96
762 Net proceeds to cr. Mr. W. A. Moore		$35 31

St. Louis, 8 | 11, 1881.

CHARLES G. PEPER & CO.,
Per LIPPHARDT.

E. & O. E.

No. 826.—Sales of Charles G. Peper & Co. of 1 bale cotton & moats, received 2 | 11, 1881, per I. M. R. R.. for account of W. A. Moore. Sold 8 | 16, '81. Sale No. 145.

W. A. M.		
820, unmerchantable, 300 @ 5		15 00
Freight, $— per bale; B. L. charges, $—	4 10	
Repairing		
Weighing, 10 cents per bale	10	
Drayage and storage, 40 cents per bale 1st mo.; 5 m. ex., $1.25	1 65	
Rejection and reweighing, — per bale		
Insurance, marine, — per cent. on $— per bale		
" fire, " " " 6 m	25	
Commission on sale, 2½ per cent	38	
		6 48
Net proceeds to credit Mr. W. A. Moore		8 52

St. Louis, Aug. 11, 1881.

CHARLES G. PEPER & CO.,
Per L.

E. & O. E.

763 ST. LOUIS, *June* 16, 1882.

W. A. Moore, Esq., in account with Charles G. Peper & Co.

June 16.	To balance due C. G. Peper & Co		3,350 18
	E. & O. E.		
	On hand, 3 B. C.		
	To arrive, 1 "		
1881.			
June 16.	To balance bro't down		3,350 18
July 11.	" cash p'd exchange on last note Wm. H. Graves		25
			3,350 43
June 28.	By acc't sale 1 B. C	32 17	
July 5.	" " " 1 "	17 29	
Aug. 11.	" " " 1 "	35 31	
" "	" " " 1 "	8 52	
			93 29
" "	To balance due C. G. Peper & Co.		3,257 14
	E. & O. E.		

Endorsed: Opened and published by order of court August 7, 1882. Ralph L. Goodrich, clerk, by W. P. Feild, D. C.

764 UNITED STATES OF AMERICA,
Eastern District of Arkansas:

Be it remembered that at a circuit court of the United States of America in and for the eastern district of Arkansas, begun and holden on Monday, the 9th day of April, anno Domini one thousand eight hundred and eighty-three, at the United States court-room in the city of Little Rock, Arkansas, the Honorable H. C. Caldwell, district ——, presiding and holding said court, the following proceedings were had, to wit, on May 5, 1883:

SAMUEL W. FORDYCE, as Assignee of Walter A. Moore,
vs.
CHARLES G. PEPER & Co. and GEORGE G. LATTA. } 451. On Bill.

and

CHARLES G. PEPER, trading as Charles G. Peper & Co.,
vs.
SAMUEL W. FORDYCE, as Assignee of Walter A. Moore, and WALTER A. MOORE. } On Cross-Bill.

765 This cause having heretofore been submitted on the bill and the cross-bill, and the court being now well and sufficiently advised of what decree to render, it is ordered, adjudged, and decreed that Charles G. Peper and George G. Latta, the defendants

to the original bill, and each of them, and their attorneys and agents be, and they are hereby, perpetually enjoined from selling, or attempting to sell, under the deeds of trust mentioned in the bill, the real estate, or any part of it described in said deeds of trust, or from foreclosing the said deed of trust or mortgages in any manner whatever, or attempting to do so, and the said defendants are required to surrender and deliver up to the plaintiffs, or the clerk of this court for cancellation, the said deeds of trust and notes of Walter A. Moore therein mentioned, and the said defendant, George G. Latta,
766 is required to acknowledge satisfaction of said deeds of trust on the margin of the record where the same are recorded in Garland county, Arkansas.

It is further ordered, adjudged, and decreed that the cross-bill of the said Charles G. Peper be dismissed for want of equity, and that said Charles G. Peper pay all the costs incurred in this case on the original bill and cross-bill, and the defendants in the original bill pray an appeal to the Supreme Court of the United States, which appeal is granted.

And on June 9, 1883, a bond for appeal was filed, which is as follows:

Supreme Court of the United States.

SAMUEL W. FORDYCE, Assignee, and WALTER A. MOORE, Appellees,
vs.
CHARLES G. PEPER, sued as Chas. G. Peper & Co., and GEORGE G. LATTA, Defendants and Appellants.

Know all men by these presents that we, Charles G. Peper
767 & Co. and C. T. Walker, are held and firmly bound unto Samuel W. Fordyce, assignee, &c., and Walter A. Moore, of Hot Springs, Arkansas, in the sum of ten hundred dollars, to be paid to the said Fordyce and Moore, their successors, executors, or administrators, to which payment, well and truly to be made, we bind ourselves, and each of us, jointly and severally, and our and each of our heirs, executors, and administrators, firmly to these presents.

Sealed with our seals. Dated this 6th day of June, 1883.

Whereas the above-named Charles G. Peper, herein sued as Charles G. Peper & Co., and George G. Latta have prosecuted an appeal to the Supreme Court of the United States to reverse the decree rendered in the above-entitled suit by the United States circuit court in and for the eastern destrict of Arkansas:

Now, therefore, the condition of this obligation is such that
768 if the above-named Chas. G. Peper & Co. and George G. Latta shall prosecute their said appeal to effect, and answer all costs and damages if they fail to make good their plea, then this obligation to be void; otherwise to remain in full force and virtue.

CHARLES G. PEPER & CO., [L. S.]
By WM. G. WHIPPLE, *Att'y in Fact.*
C. T. WALKER. [L. S.]

Sealed and delivered in presence of—
D. H. REYNOLDS.

This bond is satisfactory to appellees.

EBEN W. KIMBALL.

Approved: HENRY C. CALDWALL, *Judge.*

Endorsed: Filed June 9, 1883. Ralph L. Goodrich, clerk.

769 The opinion of the court is as follows:

CALDWELL, J. In 1880, and some years prior thereto, W. A. Moore carried on business as a merchant at Hot Springs. In its season he handled cotton, which he consigned for sale to factors in St. Louis and elsewhere. The defendant Peper was a cotton factor, doing business in St. Louis, and in the fall of 1880 he opened negotiations with Moore for the consignment of the latter's cotton for that year. The parties arrived at an agreement on the subject as to the terms of which they now widely differ. During the cotton season Peper advanced to Moore large sums of money, and the latter shipped to the former 929 bales of cotton and other articles. On the 10th day of January, 1881, Moore executed to Peper & Co. three notes, each for $2,433.46, drawing 10 per cent. interest from date, and due in 90 days, and 6 and 9 months, respectively, and
770 on the same day executed deeds of trust on real property to secure their payment. These notes and one dated January 13, 1881, for $100, and the deeds of trust to secure them, do not represent any transaction or debt separate and distinct from the advances charged to Moore in the account current. They were taken to secure advances made and to be made, and were to stand as a security for any balance due from Moore to Peper on final adjustment of their account. On the sixteenth of May, 1881, Moore failed, and made an assignment of his property to the plaintiff Fordyce, for the benefit of his creditors. As soon as Peper was advised of Moore's failure he directed a foreclosure of the deeds of trust, and the trustee named in the deeds advertised the property for sale on the fourteenth of June, 1882. Thereupon the plaintiff filed the bill in this case for an injunction and accounting, alleging
771 that upon a fair and honest adjustment of the accounts between Moore and Peper, according to the terms of the contract between them, there would be nothing due the latter but a large sum due Moore, and charging Peper with various frauds in the conduct of the business. Peper filed an answer denying the allegations of the bill, and a cross-bill praying for a foreclosure of the trust deeds.

The first cotton shipped by Moore to Peper, amounting to 67 bales, was sold in December, 1880, and an account of sales rendered, to which no exception is taken. The contention relates to the remaining 862 bales. In July, 1881, Peper transmitted to the assignee of Moore an account of sales showing that 858 bales had been sold on the sixteenth day of June for 9⅛ cents a pound. This

account of sales is conclusively shown to be grossly fraudulent. It is proven—indeed, Peper and his clerk are compelled to admit the fact—that instead of 858 bales having been sold on the
772 sixteenth of June for 9⅛ cents per pound, 258 bales of that number had, in fact, been sold on the fourteenth of February for 11⅛ cents per pound. No entry of the sale of the 258 bales on the fourteenth of February was ever made in Peper's books, and no account of the sale was rendered. On the contrary, Peper wrote Moore after the sale that he was holding all his cotton, and when he sold the remaining 600 bales, on the sixteenth of June, at 9⅛ cents a pound, he transmitted an account of sales showing the sales of the whole 858 bales on that day, and at the price of that day, charging Moore insurance and storage on the whole 858 bales down to that date. The 258 bales had been sold and delivered on the fourteenth of February, and Peper had received the money for it, at the rate of 11⅛ cents per pound, but no credit was given to Moore, and he was charged with interest on all advances made to him for the period from the fourteenth of February to the sixteenth
773 of June, as though none of his cotton had been sold. This was not an oversight or mistake; it was purposely and knowingly done, and was therefore a willful and deliberate fraud. When Peper directed his clerk to transmit an account of sales showing the sale of all the cotton on the sixteenth of June, at the prices of that day, the latter called his attention to the fact the 258 bales of cotton had been sold four months before for two cents a pound more than was realized for that sold on the sixteenth of June, to which Peper responded, he had a "*carte blanche* to sell it." Neither Peper nor his clerk are able to invent a plausible pretext or excuse for this fraud. The difference in the price of the cotton at the time the 258 bales were sold and the time it was reported sold, and the storage and insurance and interest on the proceeds of the sale for the like period, amounts to nearly $2,000.

774 It is shown that no entry relating to the sale of the 858 bales of cotton appears on the defendants' books prior to July. These facts utterly discredit Peper and his books. The preponderance of evidence establishes the fact that Peper agreed, in consideration that Moore would ship him his cotton and execute the deeds of trust to secure advances, to hold the cotton until the full opening of the cotton market in the fall of 1881, unless Moore should order it sold before that time. Having agreed with Moore, upon sufficient consideration to hold the cotton, he was bound to do so. It is undoubtedly the law that a factor who has made advances on the credit of the goods has a right to sell enough to reimburse his advances, unless restrained by some agreement with his consignor. Weed *v.* Adams, 37 Conn., 378; Field *v.* Farrington, 10 Wall., 141. Peper was restrained by the terms of his contract with Moore from selling the cotton before the opening of the cotton market in
775 the fall of 1881. Moore is entitled to the benefit of this contract. Neither Moore nor Fordyce, his assignee, ratified this sale, but protested against it, and have continued to protest. Peper

must account to the plaintiff for the difference in the price of cotton at the time it was sold and the price in the fall of 1881.

There is also a wide discrepancy in the accounts of the respective parties, growing out of differences in weights, grades, and condition of the cotton. The clear weight of the evidence is with the plaintiff on all these points. The difference between the parties aggregates a large sum. Moore claims and testifies that Peper owes him $6,760, and Peper claims and testifies that Moore owes him $10,000. The accounts and claims on both sides have been carefully examined in the light and evidence of the law. It would serve no useful purpose to enter into a detailed statement of the accounts and point out each item of difference. The true state of the accounts be-
776 tween the parties upon the facts as found and the law is shown in the statements and exhibits, appearing in and attached to the deposition of the accountant, Mr. Convers. This witness is disinterested, and is an honest and competent accountant and book-keeper. He had access to the books and papers of both parties, and his statement of the accounts is based on facts clearly established by the evidence. From these statements it appears that if the defendant had complied with his contract, and held the cotton until the opening of the market in 1881 and sold them, and accounted for the proceeds according to the actual weight, grade, and condition of the cotton, there would have been nothing due him from Moore, but a small sum due to the latter. The only point of difference between the parties which is left in doubt by the evidence relates to the rate of interest Moore was to pay. He
777 claims he was to pay only 8 per cent., which Peper claims he was to pay 10. The fact that the notes draw 10 per cent. is a strong circumstance to show that from their date, at least, balances were to draw that rate. In the statement of Mr. Convers interest is calculated at 8 per cent.; but if the additional 2 per cent. is allowed the defendant it is more than overcome by an error made in allowing commissions to the defendant in the statement of the accounts. The defendant charges $966.90 for commissions and this item is allowed to him in Mr. Convers' statement of the account. It is a settled rule of law that a factor or other agent who is guilty of fraud or gross negligence in the conduct of his principal's business forfeits all claim to commissions or other compensation for his services. Story Ag., §§ 333, 334; 1 Pars. Cont., 99; Segar *v.* Parrish,
778 20 Grat., 672; Vennum *vs.* Gregory, 21 Iowa, 326; White *vs.* Chapman, 1 Starkie, 113; Hammond *v.* Holiday, 1 Car. & P., 384; Denew *v.* Daverell, 3 Camp., 451; Hurst *vs.* Holding, 3 Faunt., 32; Hill *vs.* Featherstonhaugh, 7 Bing., 569; Turner *v.* Robinson, 6 Car. & P., 16; Smith *v.* Crews, 2 Mo. App., 269; Brannan *vs.* Strauss, 75 Ill., 234. In this case the defendant deliberately returned a grossly fraudulent account of sales, kept false books, and sold the plaintiff's cotton in violation of his contract. These frauds and misconduct made it necessary for the plaintiff to resort to a court of equity for an accounting. On these facts the defendant is not entitled to commissions or other compensation for his services.

Allowing the defendant interest at the rate of 10 per cent., and

deducting his commission, the balance is still in favor of the plaintiff.

But the plaintiff is not entitled to a decree for this balance,
779 because it about equals the small notes received by the defendant as collateral, and which are charged to him in the statement of the accounts, but which have not been collected. These notes being six of W. H. Groves for $50 each, and one of bill for $32.48 may be retained by the defendant. Let a decree be entered on the original bill perpetually enjoining the defendants from foreclosing, by sale by trustee or otherwise, the deeds of trust mentioned in the bill and requiring the defendant to surrender said deeds and the notes of the plaintiff Moore for cancellation, and dismissing the cross-bill of Peper for want of equity, and requiring him to pay all costs.

780 UNITED STATES OF AMERICA, *Eastern District of Arkansas:*

I, Ralph L. Goodrich, clerk of the circuit court of the United States for the eastern district of Arkansas, in the eighth circuit, hereby certify that the foregoing writings annexed to this certificate are true, correct, and compared copies of the original remaining of record in my office.

In witness whereof I have hereunto set my hand and the seal of said court this second day of August, in the year of our Lord one thousand eight hundred and eighty-three, and of the Independence of the United States of America the one hundred and eighth.

Attest: [SEAL.] RALPH L. GOODRICH, *Clerk*,
By W. P. FIELD, *D. C.*

Endorsed on cover: E. Arkansas C. C. U. S. No. 587. Charles G. Peper, sued as Charles G. Peper & Company, and Geo. G. Latta, appellants, *vs.* Samuel W. Fordyce, assignee of Walter A. Moore & Walter A. Moore. Filed 22d September, 1883.

119-469

FILED.
NOV 11 1886
JAMES H. McKENNEY.

IN THE

Supreme Court of the United States.

OCTOBER TERM, 1886.

CHARLES G. PEPER (SUED AS CHARLES G. PEPER & CO.,) AND GEORGE G. LATTA,
Appellants,
vs.
SAMUEL W. FORDYCE, ASSIGNEE OF WALTER A. MOORE, AND WALTER A. MOORE,
Respondents.

No. 53.

APPEAL FROM THE CIRCUIT COURT OF THE UNITED STATES FOR THE EASTERN DISTRICT OF ARKANSAS.

STATEMENT AND BRIEF FOR APPELLANTS.

HENRY HITCHCOCK.
Of Counsel for Appellants.

Nixon-Jones Printing Co., Law Printers, 210 and 212 Pine Street, St. Louis.

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} *No. 53.*

APPEAL FROM THE CIRCUIT COURT OF THE UNITED STATES FOR THE EASTERN DISTRICT OF ARKANSAS.

STATEMENT OF THE CASE FOR APPELLANTS.

[The references are to the pages of the printed record in this court.]

This was a suit in equity, originally brought on June 11, 1881,[1] in the United States Circuit Court for the eastern

[1] Pr. Rec. p. 1.

district of Arkansas by Samuel W. Fordyce, a citizen of Arkansas, as assignee of Walter A Moore (described in the bill as a merchant, doing business in Hot Springs, Arkansas), as complainant, at the instance of the creditors of said Moore, and for their benefit, against Charles G. Peper, averred in the bill to be a citizen of Missouri, and described as doing business in the city of St. Louis under the name of Charles G. Peper & Co., and George G. Latta (as to whose citizenship no averment was made in the bill), as defendants.

With this suit was afterwards consolidated [1] another suit, originally brought on October 31, 1881, in the Circuit Court of Garland County, State of Arkansas, by the said Walter A. Moore and Samuel W. Fordyce, assignee, as plaintiffs, against the said Charles G. Peper and George G. Latta, defendants; [2] which last mentioned suit was on October 31, 1881, removed to said United States Circuit Court on petition of Peper and Latta setting forth that there was a controversy in said suit between citizens of different States which could be fully determined as between them.[3] The order of the United States Circuit Court consolidating said last mentioned suit with the suit first mentioned was made on December 20, 1881, by consent.[4]

The general nature and object of both of said suits, and the relief sought therein, were the same; the difference between them being, that in the suit first brought in the United States Circuit Court, Fordyce, assignee of Moore, was sole complainant, whereas in the suit afterwards brought in the State Court, and removed and consolidated as above stated, said Fordyce and his assignor Moore, were both made plaintiffs, and while the general frame of both bills was similar, some further allegations were made in the latter, as below mentioned.

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[1] Pr. Rec., p. 30.
[2] Pr. Rec. pp. 30-34.
[3] Pr. Rec. p. 47.
[4] Pr. Rec. pp. 29-30.

The relief prayed for in the suit first brought by Fordyce alone, was in substance as follows: [1] —

(1) To restrain the defendant Latta, as trustee in certain deeds of trust in the bill mentioned, from proceeding to sell thereunder certain lands in Garland County, Arkansas, conveyed by Moore to said Latta to secure certain notes therein mentioned as given by said Moore to Charles G. Peper & Co., under a notice of sale [2] given by said Latta for June 14, 1881; also,

(2) For an accounting to be had between the defendant Peper and the complainant Fordyce, assignee of Moore, in respect of certain transactions theretofore had between said Moore and Charles G. Peper & Co., in connection with which said notes were given and secured; and,

(3) For a decree that Peper pay any balance found in favor of plaintiff on account of said transactions, or, if a balance should be found due to Peper, for such decree, protecting Moore's other creditors, as the court might deem just and proper.

The averments of this bill, upon which such relief was prayed, are below given in substance. With said bill were filed certain exhibits, as follows: [3] —

(1) Copies of four notes [4] given by said Moore to Charles G. Peper & Co., three of them dated January 10, 1881, at ninety days, six months and nine months from date respectively, each note being for $2,433.46, or $7,300.38 in all, the fourth note being for $100, dated January 13, 1881, due September 1, 1881, all said notes bearing interest from date at ten per cent per annum:

(2) Copies [5] of four deeds of trust from said Moore to the defendant Latta (therein described as "of the county of Garland, State of Arkansas") as trustee for Charles G.

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[1] Pr. Rec. p. 4.
[2] Pr. Rec. p. 18.
[3] Pr. Rec. pp. 5–19.
[4] Pr. Rec. p. 5.
[5] Pr. Rec. pp. 6–13.

Peper & Co.; two of said mortgages being dated, acknowledged and recorded on January 10, 1881, and conveying certain lands in Garland County, Arkansas, to secure the three notes for $2,433.46 each, above mentioned; one, dated Jan. 13, 1881, to secure the note for $100 above mentioned, and being a second mortgage on part of same lands; and the fourth, dated January 10, 1881, conveying, as further security for said notes first mentioned, certain frame buildings belonging to Moore, on certain lots in Hot Springs, Arkansas, leased to him:

(3) Copy[1] of deed of general assignment, with preferences, dated May 14, 1881, from said Walter A. Moore to Samuel W. Fordyce, conveying all said Moore's property, real and personal, upon trust for the benefit of his creditors; the property therein conveyed including, by description, the same lands mortgaged as above stated to secure Peper & Co.; also other lands in Arkansas, also Moore's stock of goods at Hot Springs; also his interest in 856 bales of cotton described as in possession of Chas. G. Peper & Co., and in 287 bales of cotton in possession of D. P. Rowland & Co., of St. Louis.

Said deed of assignment gives a list of Moore's creditors, 65 in all, besides the United States, the State of Arkansas and Garland county, in respect of certain unpaid taxes. The debts therein specified foot up in all $88,670.32. Of these 65 named creditors 30 held claims on open account only, amounting in all to $25,970.24; 25 others held notes and acceptances of Moore, amounting in all to $14,159.13; of the remaining creditors, seven, among whom were Charles G. Peper & Co., held both open accounts and notes and acceptances of Moore, amounting in all to $48,540.95. Of this last amount Chas. G. Peper & Co., according to the recitals in said deed of assignment, held notes amounting to $6,606.92, and open accounts amounting to $34,913.76 — or $41,520.68 in all; the claim of no other single

[1] Pr. Rec. pp. 14–17.

creditor exceeding $2,300. Preference was given, *first*, to the United States, for $102 taxes due; *second*, to the State of Arkansas and Garland county, for $36.06 taxes; *third*, to 14 named creditors, for debts amounting in all to $6,373.47; and the remaining $82,155.79 of debts, of which Chas. G. Peper & Co. held more than half, were to be paid *pro rata*, so far as the assignment was concerned.

(4) Copies of notices of sales under each of the above deeds of trust, for June 14, 1881, signed by Latta as trustee, were also filed as exhibits to said bill.[1]

Said bill of complaint averred, in substance: —

That in August, 1881, the defendant Peper, doing business as a factor in St. Louis under the style of Chas. G. Peper & Co., agreed with Walter A. Moore (assignor of complainant), then a merchant in Hot Springs, Arkansas, to honor and pay his drafts to the amount of $7,000 as an inducement to Moore to consign to Peper at St. Louis for sale on commission cotton which Moore might control or purchase in connection with his said business during the cotton season,— fall, winter and spring next following;

That Moore afterwards received from defendant Peper $7,000 in money and upon and after the opening of the cotton business did consign cotton to Peper, such shipments amounting, up to May 14, 1881, to 927 bales;

That after commencing said shipments Moore, under agreement with Peper, drew on him for and received money, amounting in all, from the commencement to the close of said transactions to $39,984.58; which was all the money ever received by Moore from Peper;

That on January 10, 1881, Peper having on hand unsold a large quantity of Moore's cotton, and insisting that Moore would on a fair estimate of its value be indebted to him in $7,300.38, induced Moore to execute three promissory notes

[1] Pr. Rec. pp. 18–19.

for $2,433.46 each at 90 days, 6 months and 9 months respectively, with interest from date at 10 per cent per annum; and by representing to and assuring Moore that if he would secure said notes he (Peper), would hold all cotton of said Moore then in his hands or thereafter to be consigned to him until it should rise in price and could be profitably sold, induced Moore to execute two deeds of trust to George G. Latta, on certain lands in Garland County, Arkansas, (particularly described in the bill) with power of sale on 20 days' notice in case of default, etc.; and also on the same day induced Moore to execute to Peper another note for $100 payable September 1, 1881, for money to be thereafter paid Moore by defendant, and to secure the same by another deed of trust to Latta on the same land, with power of sale, etc., and also a fourth deed of trust upon a frame building on certain lots in Hot Springs; copies of all said deeds being attached to and made part of the bill;

That Peper, as a further inducement to Moore to execute said notes and mortgages, promised that if he would do so he (Peper) would furnish and advance to him such money as he might need in his business prior to any advance in the price of cotton at which Moore might be willing to sell;

That Moore has, since the first advances were made to him, paid Peper $5,337.38;

That of all Moore's cotton so consigned to him, defendant sold prior to June 2, 1881, only 62 bales to plaintiff's knowledge, though plaintiff charges on information that Peper in May, 1881, transferred the whole of said cotton to his own name with a view to make it appear that he had sold it in case of rise in price;

That on June 2, 1881, defendant sold all of said cotton, 860 bales, at 9 1-8 cents per pound, against the objections of plaintiff and of Moore and some of his creditors, but has rendered no account of said sale to plaintiff or to Moore;

That defendant unjustly claims large sums for insurance and attention to said cotton;

That exclusive of said last mentioned sale Moore owes

defendant altogether not more than $34,547.20, and that if said last mentioned sale were properly accounted for Moore would owe Peper nothing, but Peper would be indebted to Moore, though Peper pretends that Moore owes him about $15,000:

That said notes are not independent of the open account between Peper and Moore, but are for part of the $39,984.58 advanced as above stated:

That a copy of the assignment from Moore to the complainant Fordyce is attached to the bill: that plaintiff fully qualified as such assignee; that Moore is insolvent and his creditors numerous; two of them have instituted suit in this court to carry out said assignment, to which suit a large number of said creditors have made themselves parties, including the defendant Peper;

That said principal defendant, Peper, is a resident and citizen of the State of Missouri and that plaintiff (Fordyce) is a resident and citizen within this district of Arkansas.

That the taking of an account of the transactions between Moore and Peper is essential to the interest of all concerned, the property embraced in said deeds of trust being worth $15,000; that notices of sale under said three deeds of trust and chattel mortgage, of which copies are attached to and made part of the bill, have been published by the defendant and Latta, announcing sales thereunder on June 14, 1881, to pay said notes, and that such sales will be made unless restrained by order of this court; in which case said property will be sacrificed, the title clouded and embarrassed so that nothing will be realized therefrom; said deeds of trust and mortgage contain in terms a waiver by Moore of the appraisement provided for by the laws of Arkansas, and defendants are proceeding in disregard of said appraisement laws; and that plaintiff and the creditors are without remedy at law.

That upon an accounting between them it will appear that defendant Peper is entitled to no amount as now due him

by Moore or a small amount which he is entitled to enforce under said deeds of trust; and that it is plaintiff 's intention for the benefit of the creditors in said assignment to redeem said property when the correct amount is ascertained by such accounting, if found to be as above averred.

The bill then prays for the relief above stated, namely: for an account between the complainant Fordyce and defendant of the transactions between Peper and Moore, and for proper relief according to the balance due either way as found; and "that said defendants their agents and attorney in the meantime be restrained from selling said lands and property under said deeds of trust, mortgages and notices and for such other general relief as the court may deem just and proper in the premises."

This bill was signed by Cohn & Cohn and Murphy, Rector & Summers, as solicitors for plaintiff, and was sworn to by the complainant Fordyce.

The record shows[1] that this bill was filed and writ issued June 11, 1881, but does not show that a restraining order or temporary injunction was ever granted, or in fact applied for in said suit. It is evident, however, that the trustee's sales advertised for June 14, 1881, were abandoned for the time.

On August 10, 1881,[2] an answer was filed by the defendants Peper and Latta, which, in substance, —

Admits that in the year 1880 an agreement was made between the defendant Peper and Walter A. Moore that Peper would honor and pay Moore's drafts "upon condition that "said Moore should promptly thereafter commence and "thereafter faithfully continue to ship and consign to the "said defendant Peper at St. Louis cotton which said "Moore might control or purchase in connection with his "business as aforesaid during the cotton season of the fall, "winter and spring following:"

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[1] Pr. Rec. p. 19.

[2] Pr. Rec. pp. 19-29.

But that although by September 28, 1880, Peper had advanced to Moore in cash $7,271.51, yet Moore consigned no cotton to Peper until November 12, 1880, though he did in the meantime ship to other parties at St. Louis more than 100 bales of cotton.

That between July, 1880, and May 16, 1881, Peper advanced to Moore in pursuance of said agreement $49,227.72 in money and merchandise, including interest; during which period Moore was constantly shipping cotton to other houses in violation of his said agreement, though, when remonstrated with therefor, repeatedly promising to do better in future and repeatedly violating said promises when made;

The answer further admits that Moore shipped to Peper during said season 929 bales of cotton in all, but denies that the total amount advanced by Peper to Moore was $39,984.58 as alleged in the bill, averring that said advances aggregated $49,227.72 as above alleged.

Admits the execution of the deeds of trust and mortgage alleged in the bill but avers that the quantity of Moore's cotton then in Peper's hands was as shown by the account and statement (exhibit A) annexed to said answer; and that said cotton was received by Peper to be sold under the rules of the St. Louis Cotton Exchange, under an arrangement permitting him to sell the same, the whole or any part thereof, at any time in Peper's discretion and without control by Moore; and denies that Peper ever agreed with Moore to withhold from sale any portion of said cotton for any time whatever;

Denies that Moore has paid Peper, during said transactions, $5,337.38 as alleged in the bill or has paid in cash anything except certain sums shown on said Exhibit A, amounting in all to $751.51:

Alleges that said 926 bales were sold as follows: December 24, 1880, sixty-two bales; January 17, 1881, one bale; January 26, 1881, four bales; February, 1881, two hundred and twenty-nine bales; June 2, 1881, six hundred and thirty

bales; and that the cotton was not sold earlier in order to save Moore from bankruptcy; that the cotton sold in February was of low grade and was sold when cotton of low grade was bringing a higher price, to wit, 11 1-8 cents per pound, on the basis of middling, in St. Louis, than it has at any time since commanded; that the balance of said cotton was held by Peper until it was sold as above stated, in hope that it would rise in price, it being as much for Peper's interest as Moore's that it should bring the highest price, since Moore was largely indebted to Peper and in excess of what it could be expected ever to realize;

That the cotton so sold, together with one sand pack and one bale of moats, account for the 929 bales so received from Moore:

Denies that the sale in February was made to Peper or that the cotton then sold was transferred to him and it follows that the motive alleged therefor in the bill was equally false;

Avers that on May 21, 1881, Peper notified Moore in writing that he should sell said cotton ten days thereafter and did accordingly sell it on June 2, 1881;

Denies that the account above referred to is incorrect in any particular, either in respect of charges for storage, insurance or otherwise:

Avers that on June 16, 1881, there was and still is due Peper from Moore upon the notes and deeds of trust mentioned in the bill of complaint, $6,492.04, and on said date there was also due to Peper from Moore on account for money advanced and not repaid by cotton or otherwise the further sum of $3,300.97, making the total sum thus then due of $9,793.01 including interest; that the property described in said trust deeds remains liable for the payment of said $6,492.04 and interest; and that the pretense in the bill that Peper owes Moore anything is untrue:

Admits that Moore is insolvent and has made an assignment for the benefit of his creditors: and prays to be dismissed, etc.

This answer was sworn to by the defendant Charles G. Peper. To it was annexed the account therein mentioned (exhibit A)[1] which was made up of three itemized statements of account between W. A. Moore and Chas. G. Peper & Co., dated respectively December 13, 1880, January 6, 1881, and June 6, 1881.

The first of these statements[2] debited Moore with divers sums of money paid for him at numerous dates from August 13 to December 13, 1880, amounting, with interest, to $10,778.87; against which nothing was credited to Moore, but a memorandum at foot showed 67 bales of cotton on hand and 9 bales to arrive.

The second account[3] carried forward said balance of $10,778.87 to January 6, 1881, showing further advances to Moore, increasing the former debit to $17,686.21, and crediting him with proceeds of sales of 62 bales of cotton and some hides, and leaving the balance due C. G. Peper & Co., January 6, 1881, of $14,189.39, with 193 bales of cotton on hand and to arrive.

The third statement[4] carried forward this balance from January 6, with further debits and credits down to June 16, 1881; debiting Moore with numerous further payments and crediting him with proceeds of sundry sales of cotton, and also with the amount of the three notes given January 10, 1881, for $2,433.46 each; the balance claimed as due C. G. Peper & Co., June 16, 1881, on open account, being $3,350.18. By supplemental entries this balance was reduced on July 11, to $3,300.97, with two bales of cotton on hand.

In addition to the above statement of open account between them, exhibit A included a statement[5] of the balance unpaid on the three notes above mentioned (credited to Moore in the open accounts as above stated) showing the

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[1] Pr. Rec. pp. 22–29.
[2] Pr. Rec. p. 22.
[3] Pr. Rec. p. 23.
[4] Pr. Rec. pp. 24–28.
[5] Pr. Rec. p. 29.

balance unpaid on said notes on August 2, 1881, to be $6,-492.04. The total amount owing by Moore to C. G. Peper & Co. in August, 1881, as averred in said answer, was therefore $9,793.01.

It does not appear from this record that a replication to this answer was ever filed in said cause; nor that any further proceeding was had therein until after the second suit, below mentioned, had been removed from the State court to the United States Circuit Court.

The transcript from the Circuit Court of Garland County, Arkansas, which is a part of this record,[1] was filed in the United States Circuit Court on November 14, 1881, and shows the following proceedings in the second suit above mentioned.

On October 31, 1881, a suit was brought in the Circuit Court of Garland County, Arkansas, by Samuel W. Fordyce, assignee of Walter A. Moore, and said Walter A. Moore, as plaintiffs, against Charles G. Peper, trading as Chas. G. Peper & Co. and George G. Latta, trustee, as defendants, based on the same general cause of action,[2] and, for the most part, making similar averments to those in the bill above mentioned.

The agreement of August, 1880, however, between Peper and Moore, as averred in the petition in this suit, was different from and much broader than that averred in the original bill filed by Fordyce in June. It was now averred [3], after stating that Peper visited Moore at Hot Springs and solicited him to send him his cotton for sale on commission, making certain representations as to his resources, etc., —

"That said Peper, defendant, urged plaintiff Moore to "consign his cotton for the coming season to said pretended

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[1] Pr. Rec. pp. 30–49.
[2] Pr. Rec. pp. 30–34.
[3] Pr. Rec. p. 31.

"firm, and to induce him to do so promised him that they, "said firm, would advance him money on such cotton *and* "*would hold it until the opening of the fall market of* "*1881*, unless said Moore should consent to or direct an "earlier sale, and that they would even hold it longer than "the opening of said market if said Moore should so request "or direct them."

It was further averred that Moore at first refused, but finally agreed to divide his cotton business and consign to Peper's firm at least one-half of the cotton he might acquire during the following season, opening in the fall of 1880 and ending with the spring of 1881, on terms and stipulations as to sales and advancements as above set forth, — that is, that Peper would hold Moore's cotton, unless authorized by Moore to sell the same, *until the fall of 1881;* and that Moore under this agreement consigned to Peper & Co., in St. Louis, 929 bales of cotton averaging 480 pounds per bale.

This petition further averred, as to the deeds of trust of January 10, 1881, above mentioned (and which were also made exhibits thereto) [1] that Peper represented to Moore that his firm still intended to perform their agreement and hold all cotton then and thereafter to be consigned to them by Moore for a good market, but that the price of cotton had fallen so far below what was expected that their advances to Moore were $7,300.38 in excess of its probable value at the present price, and entreated Moore to give further security for the same, stating that they were dissatisfied with their agreement as matters stood —

"but would be content with the same and would carry it "out to the fullest extent, if said Moore would give them "additional security for said sum of $7,300.38, and would "advance them to the extent of all future shipments by "him of cotton and would in no event sell any of said cot-"ton until the fall opening of the fall market of 1881 unless

[1] Pr. Rec. pp. 34-42.

"he should order them, and that they would in no case "sell said cotton on a low market without the consent and "direction of said plaintiff Moore."

That thereupon Moore executed said three notes for $2,433.46 each, dated January 10, 1881, at 90 days, 6 months, and 9 months, with 10 per cent interest, and executed to the defendant Latta, as trustee, the deeds of trust above mentioned as security therefor, — being the same deeds of trust mentioned in the original bill of Fordyce, of which copies were annexed:

That on May 16, 1881, Moore being unable to pay his debts, through defendant's failure to comply with his agreement to make advances, and the low price of cotton, at which he was unwilling to sell, made an assignment to the plaintiff Fordyce for the benefit of his creditors, which was accepted by said assignee;

That defendant thereafter notified Fordyce and Moore that he would sell said cotton within ten days, without further notice, unless Moore would send them $8,000, exclusive of said notes, as a payment on account; that plaintiffs both forbid said sale, but defendant when the market was at its lowest stage sold said cotton at 9 and 9 1-8 cents per pound, except 229 bales which he had previously sold at 11 1-8 cents per pound, but which he reported as sold at 9 1-8 and 9 cents per pound, on June 2, 1881, when the last sale was made:

That said sale on June 2, 1881, was pretended, defendant merely transferring the cotton to his own name in order to defraud plaintiffs; that cotton before and at the opening of the fall market of 1881, and since, was worth 12 1-2 cents per pound and that Moore's cotton was worth that sum and plaintiffs would have received that price if defendant had not wrongfully sold at low price as aforesaid;

That defendant after said assignment was made wrongfully brought attachment suits in the Garland County Circuit Court against Moore and garnished his debtors,

thereby preventing collection of said debts and causing further loss to plaintiffs by said attachments, which were brought maliciously and without cause;

That defendants have advertised that they will sell all of said property under said deeds of trust on October 31, 1881, copy of said advertisement being annexed to and made part of this complaint; that defendant Latta, at Peper's instance, has procured an appraisement of said property at less than half its value, and defendants seek to sacrifice and buy it in for $7,300.38 and interest, and will do so unless restrained, etc.; that plaintiff Moore has paid upon said notes and interest $1,242, with which defendant refuses to credit him, and will, unless restrained by order of this court, sacrifice said property, to the irreparable injury of plaintiffs and the ruin of Moore, who is remediless at law; that said mortgage and deeds of trust were procured through false and fraudulent representations as above set forth, and but for them would never have been executed.

The petition ends with the following prayer for relief: —

"Plaintiffs pray that said deeds of trust and mortgage "be delivered up and cancelled, and that defendants, their "agents and attorneys be restrained from selling said prop- "erty or any part thereof, or any other property under "them, and for such other and general relief as to the "court shall seem just and proper."

This complaint was sworn to by the plaintiff Moore, and copies of said deeds of trust and of the advertisements of sale thereunder to be held on October 31, 1881, were attached as exhibits thereto.[1]

It would seem, from certain affidavits which were filed in the Garland county Circuit Court, in this suit, on October 31, 1881,[2] that an application was made by plaintiffs therein on

[1] Pr. Rec. pp. 34–44.
[2] Pr. Rec. pp. 44–5.

October 29, 1881, for a temporary injunction to restrain the sale of said property, advertised for October 31; that it was opposed on the ground that the former suit, brought by Fordyce in the United States Circuit Court, on June 11, 1881, had been settled by an agreement dismissing the same, signed by Cohn & Cohn, solicitors for Fordyce, representing themselves as attorneys for both Fordyce [1] and Moore; but that Moore denied the authority of Cohn & Cohn to make any such agreement for him. A copy of said agreement is given on page 52 of the printed record herein.

It further appears, however, that on October 31, 1881, a temporary injunction was granted as prayed for, restraining the defendants Peper and Latta from selling or further interfering with the right, etc., of the plaintiffs, Fordyce and Moore, or either of them in the lands and premises mentioned in said petition, until the further order of the Garland Circuit Court; which injunction was served upon both Peper and Latta personally at Hot Springs, Arkansas, on October 31, 1881.[2]

On the same day, October 31, 1881, Peper and Latta filed their petition in the Garland Circuit Court, duly verified, for the removal of said cause to the United States Circuit Court [3] averring that Peper was a citizen of Missouri, and that Fordyce, Moore and Latta were citizens of Arkansas, the latter being the trustee in the deeds of trust conveying certain lands to him, the sale of which the suit was brought to enjoin; that the matters in dispute exceeded $500, and "that there is a controversy in this suit between citizens "of different States and which can be fully determined as "between them." The necessary bond was given by Peper and the cause was thereupon ordered by the Garland Circuit Court to be removed to the United States Circuit Court;

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[1] Pr. Rec. p. 4.
[2] Pr. Rec. pp. 34; 46-7.
[3] Pr. Rec. p. 47.

and the transcript was filed in the latter court on November 14, 1881.[1]

On November 21, 1881, an answer was filed by Peper and Latta,[2] in the United States Circuit Court, entitled in the suit of Fordyce and Moore against Peper and Latta, — that is, in the cause which had been removed from the State court, — and purporting to be an answer to the bill of complaint in that suit.

Said answer in substance repeats the denials and averments contained in the answer filed in said court by Peper and Latta on August 10, 1881, in the former suit brought by Fordyce alone; but also answers the further averments contained in the joint petition of Fordyce and Moore (filed in the second suit) in respect of the alleged agreement between Peper and Moore in August, 1880, as follows: —

"That the only agreement the defendant Peper ever "made with said Moore respecting the shipment and pur- "chase of cotton was, in substance, that he would advance "from time to time to said Moore moneys, and that said "Moore should ship to him at St. Louis, a large amount "of cotton, certainly as much as he said Moore should ship "during the same period to D. P. Rowland & Co., a cotton "house in St. Louis. And defendant denies that there was "ever any agreement or understanding whatever that he "said defendant was to hold any portion of the cotton said "Moore was to ship to him until the fall of 1881 or a single "day or hour after this defendant should conclude to his "discretion that it would be best to sell said cotton."

Said answer further avers in substance, that although Moore agreed to commence shipping cotton at once to Peper, and although by September 28, 1880, Peper had advanced to Moore $7,271.51 in cash, Moore did not consign a bale to him until November 12, 1880, though meanwhile he had shipped to Rowland & Co. more than 100 bales; that Moore's indebtedness on June 16, 1881, to Peper was $6,492.04, balance due

[1] Pr. Rec. pp. 48–9.
[2] Pr. Rec. pp. 49-52.

on said notes secured by deeds of trust, and $3,300.97 balance due on account for moneys advanced, being a total of $9,793.01, with interest, due June 16, 1881; and that the total advances made to Moore by defendant, between July, 1880, and May 16, 1881, were $49,227.72, and the entire amount of cotton received during that period 969 bales; and that the cotton of Moore, sold prior to June 2, 1881, viz., 229 bales, as duly credited to him in account at the rate at which they were sold.

That on June 11, 1881, the plaintiff Fordyce brought suit in this (the United States Circuit) court for an injunction to restrain the sale of the same property, the sale of which is sought to be enjoined in this suit, the averments of the said bills of complaint and the relief therein demanded being substantially the same; said Moore having, on May 16, 1881, assigned all his interest in said lands to Fordyce and having no standing in court to enjoin the sale thoreof;

That pending said former suit and after answer filed therein, defendants and said Fordyce and Moore entered into a written agreement on September 28, 1881, of which a copy is annexed (Exhibit A) stipulating that in consideration of Peper's reducing his claim on account against Moore by $3,000 and paying $400 cost of suit, the claim evidenced by said notes and deeds of trust should stand unabated and said former suit should be dismissed at plaintiff's costs; and that said plaintiffs agreed thereby that no further suit to restrain Latta or Peper in foreclosing said deeds of trust should be brought, or procured to be brought, by either of them. That in pursuance of said agreement defendant Peper paid $400 cash to plaintiff's attorneys, and said suit was thereupon formally dismissed by an entry of record in this court on October 7, 1881, which entry is as follows: —

"Comes the complainant by Murphy & Rector and Cohn & Cohn, his attorneys, and on their motion it was ordered that this cause be dismissed at plaintiffs' costs."

And for greater certainty defendants ask leave to refer to the files and records of this court in said suit, which was numbered 430 on the chancery docket; and insist that complainants are concluded and estopped by said agreement from maintaining this suit and plead *res adjudicata;* and pray to be dismissed, etc.

This answer was verified by affidavit of J. H. Morgan, agent of the defendant Peper, to the effect that he was familiar with all the facts stated in said answer, and that the same were true of his own knowledge, except, etc.

Exhibit A mentioned in said answer as an exhibit filed therewith, was as follows: [1] —

These presents witness, That whereas George G. Latta, of Hot Springs, Arkansas, for the interest of C. G. Peper & Co., of St. Louis, has advertised for sale certain property belonging to Walter A. Moore, of said Hot Springs, conveyed to him by said Moore in trust to secure any then existing indebtedness by notes of hand of said Moore which might be then due to said Peper & Co., said notes being referred to in said deeds of trust or mortgages; and whereas, in addition to said notes, said Peper & Co. asserted a claim and account for a sum in excess of what they were entitled to claim, according to the view of said Moore and his assignee, S. W. Fordyce; and whereas, to ascertain the true indebtedness due said Peper & Co., the said Fordyce, as said Moore's assignee, for the benefit of his creditors, instituted suit in the United States Circuit Court for the eastern district of Arkansas to restrain said sale and for the redemption of the property mentioned in said deeds upon the actual indebtedness being ascertained against said Peper & Co., and also said Latta, as trustee, in which suit a restraining order has been granted to stay said sale until said amount could be ascertained and sufficient time had expired to redeem said property; and whereas, now in consideration of the premises and the testimony in said case, and the demands of said assignee and said Moore in this regard, said Peper & Co. pay the costs of said proceedings in said court at the delivery of these presents, as verbally

[1] Pr. Rec. p. 52.

agreed, concede that no damages have accrued to them or said Latta in consequence of said suit, and reduce their claim and account as aforesaid to the sum of three thousand dollars, to date from this date: Now, therefore, in consideration of said facts, said Fordyce and said assignee agrees to dismiss said suit at his cost; and he and the said Moore agree that no further suit to restrain said Latta or said Peper & Co. in foreclosing said deeds of trust and mortgages, under power of sale or otherwise, shall be bought by either of them, nor shall they procure any other person to do the same for their interest; but nothing herein contained is to affect any claim or demand which either the said Fordyce, as said assignee, or the said Moore may have against said Peper & Co. for damages on account of any attachment and garnishment suits against said Moore and parties indebted to him, brought by or in behalf of said Peper & Co., in the Garland Circuit Court, or in any court of Arkansas, it being understood that nothing herein contained shall be regarded as an admission on the part of said Peper & Co., or any liability on their part arising out of said attachment.

S. W. FORDYCE,
W. A. MOORE,
By COHN & COHN,
Their Attorneys.
GEORGE G. LATTA,
and CHARLES G. PEPER & CO.,
By W. G. WHIPPLE,
Attorney.

Filed Nov. 21, 1881.

RALPH L. GOODRICH, *Clerk.*

The record shows that this second suit, when removed from the State court, was placed on the chancery docket of the United States Circuit Court as cause No. 451. After the filing of said answer therein, on November 21, 1881, no further steps were taken in either suit until December 20, 1881, when an order was entered, by consent,[1] in said original suit No. 430, that the same be consolidated with said second suit No. 451, on the chancery docket, and that the two

[1] Pr. Rec. pp. 29–30.

causes be tried as one suit under the title of cause No. 451.

Nothing further was done in said cause until April, 1882, when the deposition of D. P. Austin was taken for complainants, at Little Rock, and filed April 25, 1882.[1]

On June 16, 1882, a cross-bill was filed in said consolidated suit by the defendants, Peper and Latta, against the complainants, Fordyce and Moore, briefly setting forth the indebtedness of Moore to Peper in accordance with the averments contained in the answers theretofore filed by him, and claiming the same balance of $9,793.01 as due from Moore to Chas. G. Peper & Co., June 16, 1881, viz.: $6,492.04 upon said notes given by Moore in January, 1881, and $3,300.97 balance of open account, and referring to the statement of account attached to Peper's answer to the original bill, filed August 10, 1881; also averring the execution of the deeds of trust mentioned in the bills of complainant and praying that an accounting be had between the parties before the master, under the orders of the court, and that on the coming in of said report of said master, the court would ascertain and decree the amount due to Peper & Company, and would order the foreclosure of the equity of redemption in the lands described in said deeds of trust and chattel mortgage and sale thereof on default, etc., and for general relief.[2] This answer was sworn to by the defendant Peper.

On July 3, 1882, the complainants Fordyce and Moore filed their answer to said cross-bill,[3] which was sworn to by Moore, denying the averments thereof, in substance repeating the averments of the original bill; and praying for a decree that the notes, mortgages and deeds of trust be brought into court to be cancelled and that they recover of said Peper the sum of $1,500, alleged to be the balance due to Moore upon a just accounting between them.

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[1] Pr. Rec. pp. 59-63.
[2] Pr. Rec. pp. 53-55.
[3] Pr. Rec. pp. 55-7.

On July 10, 1882, another answer to said cross-bill was filed on behalf of said complainants Fordyce and Moore denying that on June 16, 1881, or at any other time Moore was indebted to Peper & Co., in any sum on said notes, and averring that Moore had consigned to Peper & Co. cotton more than enough to satisfy said amount, which cotton Peper & Co. had sold and converted to their own use; denying that Moore was indebted to C. G. Peper & Co., on open account or otherwise, in any sum; averring that on May 16, 1881, when Moore's assignment to Fordyce was executed, Peper & Co. were indebted on open account in over $1,000, which claim was among the assets then assigned by Moore to Fordyce mentioned in said assignment, "being the *extenuated* profits on 862 bales of cotton theretofore consigned by Moore and held by Peper & Co."

Said answer further states as follows: —

"And they deny that said complainants or either of them "made, entered into, or even confirmed the alleged agree- "ment of September 28, 1881, whereby the former suit by "the said Fordyce against these defendants *was dismissed* "*in this court*":—

And further deny that either of complainants compromised or agreed to compromise any demand with defendants for any sum, or that defendants paid them $400 or any sum as averred, or that either of complainants agreed that said notes and deeds of trust were valid or that no suit would be brought to enjoin their collection or prevent the sale of said lands, or that their attorneys Murphy & Rector ever dismissed or agreed to dismiss said suit; that said suit was dismissed without their knowledge and consent or that of their said solicitors and that Cohn & Cohn had no authority, right or employment to compromise said claim or dismiss said suit or to make said agreement of Sept. 28, 1881, their action in the premises being unauthorized by complainants or either of them and by them wholly repudiated.

This answer was sworn to by C. G. Convers,[1] describing himself as the agent of said Fordyce, now absent from the county.

On the same day July 10, 1882, a general replication to the answer of Moore and Fordyce to said cross-bill was filed by Latta and Peper.[2]

No order of reference was ever made in said cause, although the original bill filed by Fordyce alone on June 11, 1881, prayed[3] for an account to be taken between said parties and the cross-bill filed by Peper and Latta in the consolidated suit on November 21, 1881, expressly prayed[4] for an accounting to be had before the Master and for a final hearing to be had on the coming in of the Master's report.

Depositions of sundry witnesses were taken at St. Louis, Hot Springs and elsewhere, to some of which voluminous exhibits were attached in the form of statements of accounts, lists of numbers and weights of cotton bales, accounts of sales of cotton, certificates as to weights, also as to damages and repairs to cotton, etc., said exhibits together occupying more than 150 pages of this printed record.[5]

The cause was heard before his Honor, District Judge Caldwell, in May, 1883, being taken as "submitted on the bill and the cross-bill,"[6] and a final decree was entered, perpetually enjoining Charles G. Peper and George G. Latta, the defendants to the original bill, and each of them, their etc., from selling or attempting to sell under the deeds of trust mentioned in said bill the real estate or any part thereof and requiring them to deliver up to the plaintiffs for cancellation the said deeds of trust and notes of Walter A.

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[1] Pr. Rec. p. 58.
[2] Pr. Rec. p. 59.
[3] Pr. Rec. p. 4.
[4] Pr. Rec. pp. 54–5.
[5] Pr. Rec. pp. 135–288; 348–51.
[6] Pr. Rec. p. 351.

Moore; also dismissing the cross-bill and awarding all costs against the defendant Peper. In view of the question of jurisdiction submitted on behalf of the appellants here, it is proper to give such decree in full, as follows: —

This cause having heretofore been submitted on the bill and the cross-bill, and the court being now well and sufficiently advised of what decree to render, it is ordered, adjudged, and decreed that Charles G. Peper and George G. Latta, the defendants to the original bill, and each of them and their attorneys and agents be, and they are hereby, perpetually enjoined from selling or attempting to sell, under the deeds of trust mentioned in the bill, the real estate or any part of it described in said deeds of trust, or from foreclosing the said deed of trust or mortgages in any manner whatever, or attempting to do so, and the said defendants are required to surrender and deliver up to the plaintiffs, or the clerk of this court for cancellation, the said deeds of trust and notes of Walter A. Moore therein mentioned, and the said defendant George G. Latta is required to acknowledge satisfaction of said deeds of trust on the margin of the record where the same are recorded in Garland County, Arkansas.

It is further ordered, adjudged and decreed that the cross-bill of the said Charles G. Peper be dismissed for want of equity, and that said Charles G. Peper pay all the costs incurred in this case on the original bill and cross-bill and the defendants in the original bill pray an appeal to the Supreme Court of the United States, which appeal is granted.

On June 9, 1883, an appeal bond was filed and approved,[1] and so said cause comes on appeal to this court.

As above shown, said final decree contained no finding of facts. It was simply a decree perpetually enjoining both the defendants, Latta and Peper, and each of them, from selling said lands under said deeds of trust, or in any manner attempting to foreclose the same, and requiring them to deliver up said notes and deeds of trust

[1] Pr. Rec. pp. 352-3.

for cancellation, and further requiring the defendant Latta to satisfy of record said deeds of trust in Garland county, Arkansas; also dismissing the cross bill for want of equity and awarding all costs against Peper.

The question of jurisdiction which is presented for appellants in this court, does not appear to have been raised by either party in the courts below, nor to have suggested itself to that court at any stage of the cause.

The conclusions of fact, however, upon which said final decree was based, are set forth in the opinion of the District Judge who heard and decided the cause, and which is made part of this record.[1] Omitting the preliminary statements as to the transactions between the parties and the nature of the suit, — which is treated as though only one suit had been brought in the United States Circuit Court, no allusion being made to the removal of the second suit from the State court or its consolidation with the former suit, — the result of the testimony is stated, substantially as follows: —

1. That Peper agreed with Moore, in consideration that the latter would ship him his cotton and execute the deeds of trust to secure advances, to hold the cotton until the full opening of the cotton market in the *fall of 1881*, unless Moore should order it sold before that time;

2. That during the cotton season of 1880–81 Moore shipped to Peper 929 bales of cotton, and other articles; the first cotton so shipped, amounting to 67 bales, being sold in December, 1880, and an account of sales rendered to which no exception is taken, — the contention relating to the remaining 862 bales;

3. That in July, 1881, Peper transmitted to the assignee of Moore an account of sales showing that 858 bales had been sold on June 16, for 9 1-8 cents per pound; that this

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[1] Pr. Rec. pp. 353–56.

account of sales is conclusively shown to be grossly fraudulent, the fact being that instead of 858 bales being sold on June 16 for 9 1-8 cents per pound, *258 bales of that number had been sold on February 14 for 11 1-8 cents per pound*, — no entry of this sale of February 14 ever having been made in Peper's books and no account of the sale being rendered;

4. That Peper received the money for the 258 bales so sold on February 14 at *11 1-8 cents per pound*, but no credit was given to Moore, and he was charged with interest on all advances made to him from the period from February 14 to June 16; and that this was a deliberate fraud for which no pretext or excuse was shown;

5. That the difference in the price of the cotton at the time the 258 bales were sold and the time it was reported sold, and the storage, insurance and interest on the proceeds of the sale for the like period, amounts to nearly two thousand dollars; and that no entry relating to the sale of the 858 bales of cotton appears on defendant's books prior to July: and that these facts utterly discredit Peper and his books.

6. That by the terms of the agreement with Moore, as above stated, Peper was restrained from selling the cotton before *the opening of the cotton market in the fall of 1881*, unless Moore should order it sold before that time; and, neither Moore nor his assignee Fordyce having ratified the sales which were made, Peper must account to plaintiff for the difference in the price of cotton at the time it was sold *and the price in the fall of 1881;*

7. That there is a wide discrepancy in the accounts of the respective parties in respect of the weights, grades and conditions of the cotton, and as to all these points the clear weight of evidence is with the plaintiff.

The opinion further states: [1]

"The difference between the parties aggregates a large "sum. Moore claims and testifies that Peper owes him

[1] Pr. Rec. p. 355.

"$6,760, and Peper claims and testifies that Moore owes "him $10,000. The accounts and claims on both sides "have been carefully examined in the light and evidence of "the law. It would serve no useful purpose to enter into "a detailed statement of the accounts and point out each "item of difference. The true state of the accounts be- "tween the parties upon the facts as found and the law, is "shown in the statements and exhibits appearing in and "attached to the deposition of the accountant, Mr. Con- "vers. This witness is disinterested, and is an honest and "competent accountant and book-keeper. He had access "to the books and papers of both parties, and his state- "ment of the accounts is based on facts clearly established "by the evidence. From these statements it appears that "if the defendant *had complied with his contract and held* "*the cotton until the opening of the market in 1881*, and "sold then, and accounted for the proceeds according to "the actual weight, grade and condition of the cotton, there "would have been nothing due him from Moore, but a "small sum due to the latter."

The court found, however, from the fact that the notes executed by Moore bore interest at the rate of ten per cent, that this was the rate of interest agreed on between the parties, instead of 8 per cent, which latter rate was adopted by Convers in his statement; but further found that this difference of two per cent in interest, in favor of Peper, was more than overcome by an error made in allowing commissions to Peper in Convers' statement of the accounts; it being held, as matter of law, that a factor, guilty of fraud or gross negligence in the conduct of his principal's business, forfeits all commissions.

The opinion further states,[1] —

"In this case the defendant deliberately returned a "grossly fraudulent account of sales, kept false books, "and sold the plaintiff's cotton in violation of his contract. "These frauds and misconduct made it necessary for the "plaintiff to resort to a court of equity for an accounting.

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[1] Pr. Rec. p. 355-6.

"On these facts the defendant is not entitled to com-
"missions or other compensation for his services. Allow-
"ing the defendant interest at the rate of ten per cent and
"deducting his commission, the balance is still in favor of
"the plaintiff, but the plaintiff is not entitled to a decree
"for this balance, because it about equals the small notes
"received by the defendant as collateral, and which are
"charged to him in the statement of the accounts, but
"which have not been collected."

The small notes referred to, amounted, as stated in said opinion,[1] to $332.48, which the defendant was allowed to retain; but a final decree was directed and entered as above stated.

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[1] Pr. Rec. p. 356.

THE QUESTIONS INVOLVED.

Appellants submit that the questions for the consideration of this court, upon this record, are the following: —

As to the jurisdiction of the Circuit Court.

1. Whether the Circuit Court had jurisdiction of the original suit brought by Fordyce, sole complainant against Peper and Latta, on June 11, 1881?

2. Whether the Circuit Court had jurisdiction of the second suit, brought on October 31, 1881, in the Circuit Court of Garland County, Arkansas, and on the same day removed to the United States Circuit Court?

3. Whether the Circuit Court had jurisdiction to render, in either of said suits, or in the consolidated suit, any decree such as rendered in this cause?

As to the decree below, on the merits.

Whether the decree rendered by the Circuit Court should be reversed by this court, independently of the question of jurisdiction, upon the pleadings and proof; and more particularly,—

1. Whether, on the pleadings and proof before it, the court should have found that Peper agreed with Moore either in August, 1880, or in January, 1881, to hold Moore's cotton until the opening of the cotton market at St. Louis *in the fall of 1881*, unless Moore should order it sold before that time?

2. Whether, as found by the court below, Peper, in July, 1881, rendered to Moore's assignee a willfully fraudulent account of sales of Moore's cotton?

3. Whether, as found by the court below, Peper in fact sold 258 bales of Moore's cotton in February, 1881, for 11 1-8 cents per pound, and received the money therefor at that rate, but fraudulently failed to enter such sale in his books, or to render any account therefor?

4. Whether, as found by the court below, the accounts kept by Peper with Moore and rendered to Moore or his assignee were willfully fraudulent in the particulars stated in said opinion?

5. Whether, as found by the court below, the frauds proved against Peper were such as to authorize the court below altogether to discredit his testimony and his books of account?

6. Whether, under any agreement made by Peper with Moore in respect of holding or selling the latter's cotton, Peper is bound to account to Moore or his assignee, Fordyce, for the difference between the price of Moore's cotton at the time it was sold and the price of such cotton in the fall of 1881?

7. Whether, on the whole proof, the court below was justified in disregarding the testimony for defendants in respect of the weights, grade and condition of the cotton shipped by Moore to Peper?

8. Whether, on the whole proof, the court below was justified in accepting the testimony of the witness Convers, as a true statement of the account between the parties, and in disregarding altogether the testimony for defendants as to said accounts?

9. Whether, upon the pleadings and proof, the court below erred in refusing the prayer of the defendant Peper's cross-bill that an account be taken between the parties before a master, under the orders of the court, and that upon the coming in of the master's report a decree be made accordingly; and in dismissing said cross bill and taxing all costs in the case against said Peper, notwithstanding a balance of $332.48 was found due and unpaid to said Peper from said Moore, by said decree?

THE ERRORS COMPLAINED OF.

The appellants contend that the decree rendered by the court below was erroneous in the following respects: —

Want of Jurisdiction.

1. The Circuit Court erred in assuming jurisdiction of the original suit, brought on June 11, 1881,[1] by Fordyce, sole complainant, against Peper and Latta, defendants, and in rendering said decree therein.

2. Said Court erred in assuming jurisdiction of the second suit, brought on October 31, 1881,[2] in the Circuit Court of Garland County, Arkansas, by Fordyce and Moore against Peper and Latta, and removed to said United States Circuit Court, and in consolidating said suit with the former suit, and in rendering said decree in said consolidated suit.

3. Said Court erred in rendering a final decree in said cause, perpetually enjoining said defendants Peper and Latta, and each of them, from selling or attempting to sell under the deeds of trust mentioned in the bill the real estate described in said deeds of trust or any part thereof, and requiring said defendants to deliver up for cancellation the said deeds of trust and the notes therein mentioned, and requiring the defendant Latta to acknowledge satisfaction of said deeds of trust on the margin of the record; the said court having no jurisdiction to render such decree.

Erroneous Practice.

1. The Circuit Court (if it had jurisdiction of said cause) erred in refusing to refer said cause to a Master to

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[1] Pr. Rec. p. 1.

[2] Pr. Rec. pp. 30–34.

take an account between said parties, in accordance with the prayer of the defendant Peper, in his cross-bill filed in said suit, to wit: —

"That an accounting may be had before the Master of "this Court under the orders there of and that said Master "may be directed to take and report the said account be- "tween the said respective parties thereto and that on the "coming in of said report of said Master this court on "the final hearing of this cause will ascertain and decree "the amount due, etc.: "[1]

said complainant Fordyce having also prayed in his original bill for an accounting between said parties, and the account for the taking whereof, according to the settled practice of the court, both parties so prayed, being complex and intricate, and an unfit subject for examination in court, as appears by the record in this cause.

Erroneous Conclusion of Fact.

Said decree was erroneous, even if said court had jurisdiction of said cause, in that it was based upon the following erroneous conclusions or findings of fact, as set forth in the opinion filed in said cause, to wit: —

1. That the defendant "Peper agreed, in consideration that Moore would ship him his cotton and execute the deed of trust to secure advances, to hold the cotton until the full opening of the cotton market in the fall of 1881, unless Moore should order it sold before that time."
2. That "in July, 1881, Peper transmitted to the assignee of Moore an account of sales showing that 858 bales had been sold on the 16th day of June for 9 1-8 cents a pound," and that "this account of sales is conclusively shown to be grossly fraudulent;" and "that instead of 858 bales having been sold on the 16th of June, for 9 1-8 cents per pound, 258 bales of that number had in fact been sold on the 14th of February for 11 1-8 cents per

[1] Pr. Rec. pp. 54–5.

pound;" that "the difference in the price of the cotton at the time the 258 bales were sold and the time it was reported sold, and the storage and insurance and interest on the proceeds of the sale for the like period, amounts to nearly two thousand dollars."

3. That in respect of the "discrepancy in the accounts of the respective parties, growing out of differences in weights, grades and condition of the cotton, the clear weight of the evidence is with the plaintiff on all these points."
4. That "the true state of the accounts between the parties upon the facts as found and the law is shown in the statements and exhibits appearing in and attached to the deposition of the accountant, Mr. Convers;" and "that if the defendant had complied with his contract, and held the cotton until the opening of the market in 1881, and sold then, and accounted for the proceeds according to the actual weight, grade and condition of the cotton, there would have been nothing due him from Moore but a small sum due to the latter."

ARGUMENT FOR APPELLANTS.

I.

The Circuit Court had no jurisdiction of the original suit brought on June 11, 1881, by Fordyce, sole complainant, against Peper and Latta, defendants. The defendant, Latta, was a necessary party to said suit, in view of the relief therein prayed. No ground of jurisdiction other than citizenship appears from that bill, and it does not appear from any averment in said bill that said Latta, defendant, and said Fordyce, complainant, were citizens of different States: but it does appear by reasonable intendment from said bill and the exhibits filed therewith, that both said Fordyce and said Latta were citizens of the State of Arkansas, and it affirmatively appears from other portions of the record that said Latta was a citizen of said State of Arkansas.

1. The principal and immediate relief sought in this suit was by way of injunction against Latta, the trustee in certain deeds of trust therein mentioned, to restrain him from selling certain lands situated in Garland County, Arkansas, under said deeds of trust, pursuant to notices of sale already published by him for June 14, 1881. The grounds upon which this relief was sought were, in substance, that the notes secured by said deeds of trust really represented no existing indebtedness from Moore, grantor therein, to Peper, beneficiary therein — and the bill so averred in detail. In aid of these latter averments further relief was sought by way of an accounting between said Peper and said Moore, all the interest and estate of the latter in said real estate having some months previously been assigned to the complainant Fordyce for the benefit of his

creditors. But this accounting was sought only as a means of ascertaining the right of the plaintiff, Fordyce, to have the defendant, Latta, as trustee in said deeds of trust, restrained from executing the power of sale vested in him alone, in case of default in payment of said notes.

No power of sale under said deeds of trust was vested in the defendant Peper; and though he was properly made a party to the suit, as being directly interested in the result thereof and also as being charged with the alleged frauds upon which plaintiff's claim to relief was based, yet the principal and substantial relief sought was against Latta as trustee. Under these circumstances Latta was a necessary party to the suit.

This is settled beyond any question by the following decisions in this court: —

Thayer *v.* Life Association, 112 U. S. 717;
Meyers *v.* Swan, 107 U. S. 547-8;
Gardner *v.* Brown, 21 Wallace, 36, 41;
Coal Company *v.* Blatchford, 11 Wallace, 172.

2. The bill averred that Fordyce, complainant, and Peper, one of the defendants, were citizens of different States; but it averred nothing whatever as to the defendant Latta's citizenship. Upon such a bill the Circuit Court could not assume jurisdiction. Where jurisdiction depends on citizenship, each plaintiff must be able to sue and each defendant must be liable to be sued; and the averment of citizenship as to each of them must be explicit. It is not sufficient to describe the plaintiff or defendant as "of the State of Arkansas," nor will it be sufficient to aver that he "resides in the State of Arkansas." Even where the plaintiff was described in the record as an alien, yet, there being no express averment that the defendant was a citizen of one of the United States, it was held that the circuit court had no jurisdiction. It will not even suffice if the party in question is described as a citizen of the proper

State in the caption of the bill; such citizenship must be expressly averred in the body of the bill. These are familiar doctrines in this court.

Bors *v.* Preston, 111 U. S. 255;
M. C. & L. M. Ry. Co. *v.* Swan, *Ib.* 383;
Grace *v.* American Cent. Ins. Co., 109 U. S. 283;
Godfrey *v.* Terry, 97 U. S. 171, 175;
Robertson *v.* Cease, 97 U. S. 646;
Jackson *v.* Ashton, 8 Peters, 148;
Hodgson *v.* Bowerbank, 5 Cranch, 303.

3. It did appear by reasonable intendment from the bill and exhibits filed therewith that Latta was a citizen of Arkansas, of which State the complainant Fordyce was expressly averred to be a citizen; said Latta being described in each of the three deeds of trust filed as exhibits with the bill and therein expressly referred to, as "of the County of Garland, State of Arkansas."[1] Moreover, in the petition filed in the second suit for removal thereof from the State court, which suit was for substantially the same relief and beween the same parties, with the addition of Moore as a complainant, the same deeds of trust being filed as exhibits with the petition therein, it was expressly averred that Latta was a citizen of Arkansas.[2]

4. The question of jurisdiction, as depending on citizenship will be raised by this court, though not raised by either party in the court below or by that court.

Hancock *v.* Holbrook, 112 U. S. 231;
M. C. & L. M. Railway Co. *v.* Swan, 111 U. S. 382–3;
Grace *v.* American Cent. Ins. Co., 109 U. S. 283;
Jackson *v.* Ashton, 8 Peters, 148.

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[1] Pr. Rec. pp. 6, 8, 10.
[2] Pr. Rec. p. 47.

II.

The Circuit Court had no jurisdiction of the second suit brought on October 31, 1881, in the Garland County Circuit Court, by Fordyce and Moore, plaintiffs, against Peper and Latta, defendants, and removed from said State court to the United States Circuit Court on the same day on petition of the defendants. No express averment was made, in the petition in that suit, as to the citizenship of either Fordyce, Moore, Latta or Peper. But the petition for removal did expressly aver that both the plaintiffs and defendant Latta were citizens of Arkansas; and the record clearly shows that this suit was between the same parties, on the same general cause of action, and for the same relief, as the former suit already pending in the Circuit Court; and of all these facts, appearing in the record, this court will take notice as showing want of jurisdiction of said cause.

1. The same general propositions above stated in respect of the suit brought by Fordyce on June 11, 1881, apply to this case also; as shown by the cases above cited, some of which relate to suits removed from a State court, and to which reference is made.

2. Under these decisions, this Court will of its own motion, and although the question of jurisdiction was not raised below, reverse the decree rendered below, with directions to remand said suit of Fordyce and Moore against Peper and Latta to the State court.

Hancock *v.* Holbrook, 112 U. S. 231;
Thayer *v.* Life Assn. of America, *Ib.* 717;
M. C. & L. M. Railway Co. *v.* Swan, 111 U. S. 382.

3. A question of costs may arise under the decision in *Hancock* v. *Holbrook*, 112 U. S. 231, in view of the fact that this second suit was removed from the State to the

United States Court on the petition of the defendants below, appellants here. In that case, it appearing that the removal was effected with the consent of both parties and without the attention of either the State or Federal court being called to the jurisdictional facts, this Court awarded one-half the costs in this court against each party, with leave to the Circuit Court to make such order concerning costs therein after the removal as justice might require. This order was made as a just one under the special circumstances of that case.

The circumstances of this case are very different. It is submitted for appellants that if the decree is reversed on this ground no part of the costs either in this Court, or in the United States Circuit Court, should be taxed against them.

Certainly the costs which accrued in the court below in respect of the first suit ought not, in justice, to be taxed against appellants. They were brought into that court against their will, and original jurisdiction was assumed of that cause by that court. They did not plead to the jurisdiction, it is true; but no such rule has ever been adopted by this court as that an appellant who fails to raise that question in the court below, but does raise it successfully here, shall for that reason pay any costs. Paragraph 3 of Rule 24 provides the contrary, unless by special order made. The question of jurisdiction is one which may be raised in any court and at any time.

In respect of the second suit, while it is true that it was removed from the State court on the petition of the defendants below, yet it appears from that petition that the removal was sought only in respect of the controversy between Moore and Peper, who were citizens of different States,[1] and were averred to be such. This controversy, Peper supposed could be fully determined *between them* in the United States Court. If so, he had a right to have the

[1] Pr. Rec. p. 47.

cause removed, so far as that controversy was concerned, — and the language of his petition for removal shows that such was his purpose. And this is confirmed by the fact that after said cause was removed, a cross bill was filed by Peper and Latta,[1] praying for an accounting to be had between himself and Moore; the allegations in said cross bill relating exclusively to the state of the accounts between them. Even if it be held that Peper was wrongly advised as to this, and even if Peper were now willing to waive that question, this Court will take notice of the want of jurisdiction. But the record shows that in removing said cause from the State to the Federal court, the defendants acted in good faith, preferring that the controversy as to the state of the accounts should be determined by the Federal court. If the plaintiffs below preferred the State court (as indicated by their bringing suit there) it was open to them to raise the question of jurisdiction. Neither they nor the Circuit Court raised that question, and the Circuit Court disregarded the prayer of the defendants that the taking of the account be referred to a Master, and itself tried the whole case, including the complicated accounts between the parties, — adopting, in lieu of a master's report, the testimony of one of plaintiff's witnesses, whom the record shows[2] to have been the confidential agent of the plaintiff Fordyce before either of the suits were brought, and who made affidavit, as such agent of Fordyce, to the answer of Fordyce and Moore to Peper's cross bill.

Under such circumstances, it is submitted for appellants that the order as to costs which was made in *Hancock* v. *Holbrook*, 112 U. S. 232, under the circumstances of that case, would not be just. If this Court should hold that the Circuit Court had not jurisdiction of either of the suits which were consolidated below, and should reverse the decree and

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[1] Pr. Rec. p. 53.

[2] Pr. Rec. pp. 58; 122; 125; 126; 129-131.

order the dismissal of one suit and the remanding of the other for that reason, it is respectfully submitted that the appellants ought not to be taxed with any part of the costs, either in this Court or in the Circuit Court, in either of said suits.

III.

The Circuit Court erred in rendering a decree enjoining both the defendants Peper and Latta from selling said lands under the deeds of trust mentioned in the bill, and requiring them to deliver up the same and the notes therein mentioned for cancellation; and in also requiring Latta to acknowledge satisfaction of said deeds of trust of record.

If the Circuit Court had no jurisdiction of either suit for any purpose, as above contended, it is clear that it had no authority to render the final decree in this cause.[1] This follows unavoidably from the considerations above presented; and is confirmed by the fact that the essential relief granted to the complainants below was by way of a decree *in personam* against Latta, as trustee under the deeds of trust in question. An inspection of said deeds shows that Peper had no power of sale thereunder, nor was any title to said land vested in him thereby. The legal title was thereby vested in Latta alone, to which was annexed a power of sale in trust for Peper's benefit, to be exercised upon certain conditions specified. It was this power which the court enjoined Latta, personally, from attempting to exercise; further requiring him, personally, to deliver up the deeds, presumably in his possession, and also, personally, to execute a release thereof on the margin of the record.

It is unnecessary to argue, if the foregoing propositions are correct, that the Circuit Court had no power, in either suit, to make any such decree.

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[1] Pr. Rec. p. 351.

Nor, it is respectfully submitted, has this Court power or jurisdiction to modify said decree. If this Court should reverse said decree as to all matters affecting the lands in Arkansas, the legal title to which was vested in Latta by the deeds of trust — which it must do, if the foregoing contention is correct — that would leave nothing for this Court to pass upon, except the question of the true state of the accounts between Peper and Moore, or between Peper and Fordyce, as assignee and representative of Moore.

But this Court will not, upon a record like this, undertake to pass upon such a question. As contended under the next head of this argument, the Court below erred — even if it had jurisdiction of the cause — in undertaking to dispose of the accounts between Peper and Moore in the manner that it did. No reference to a master was ordered or had, although prayed for both by the defendants and by the complainant Fordyce. By this appeal, Peper has, so far as was in his power, endeavored to bring up that question also for reconsideration by this Court. He could not do so on exceptions to a master's report, in the ordinary way, because the Circuit Court disregarded his prayer for a reference. Under the well settled practice of this Court, no inquiry can be gone into here, in the absence of proper exceptions to a master's report, as to whether the Circuit Court correctly determined the state of the accounts.

Harding *v.* Handy, 11 Wheaton, 103;
Ransom *v.* Winn, 18 How. 297;
Medsker *v.* Bonebrake, 108 U. S. 71.

It follows, that there is absolutely nothing for this Court to pass upon, if it be true that the Circuit Court never had jurisdiction of this consolidated suit, or of either of the suits so ordered to be consolidated. We submit that this court, under the decisions in *Bors* v. *Preston*, 111 U. S. 263, and *M. C. & L. M. Railway Co.* v. *Swan*, *Ib.* 383, will not consider any question arising on the merits of

this cause, but will simply reverse the decree and remand the cause to the court below with directions to proceed further as may be indicated in the opinion; which further directions, it is respectfully submitted, should be that the order consolidating said suits be set aside, that the suit originally brought by Fordyce alone against Peper and Latta should be dismissed at the costs of complainant, and that the second suit, which was removed from the State court, be remanded to that court.

IV.

The Circuit Court erred in undertaking to determine, at the final hearing in Court, and without reference to a Master, the true state of the accounts between the defendant Peper and the complainant Moore or his assignee Fordyce; especially since the complainant Fordyce in his original bill[1] *and the defendants in their cross bill*[2] *expressly prayed that such accounting be had.*

1. It is settled in this Court that when a chancery suit involves matters of account, the account should be taken in the court below by a Master, and the items admitted or rejected should be stated in the Master's report, so that exceptions may be properly taken and brought before this court. Such, indeed, is the well known and invariable practice in chancery.

> Ransom *v.* Winn, Adm'r. of Davis, 18 Howard, 295, 297.

In the case of *St. Colombe's Heirs* v. *United States*, 7 Peters, 625, in which an injunction has sought to stay proceedings at law on a judgment obtained by the United States against the ancestor of appellants, it appeared that in order to determine the controversy it was necessary to

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[1] Pr. Rec. p. 4.
[2] Pr. Rec. pp. 54-5

examine complicated accounts. This was done, not by reference to a Master, but by the judge of the court below; who, being of opinion that the estate of the ancestor was insolvent at her death, rendered a final decree dissolving the injunction previously granted, with costs. After stating these facts, the opinion of the court (per Marshall, C. J.) proceeds:—

"We are of opinion that a complex and intricate account is an unfit subject for examination in court, and ought always to be referred to a commissioner to be examined by him and reported, in order to a final decree. To such report the parties may take any exceptions; and thus bring any question they may think proper before the court. *The decree therefore is reversed*, and the cause remanded to the Court of the United States for the Eastern District of Louisiana, with directions to refer the account to a commissioner, with instructions to settle and report the amount of the estate at the death of the wife, in order to a final decree, and to state such matters specially as he may think necessary, or as either party may require."

St. Colombe's Heirs *v.* United States, 7 Peters, 625-6.

It need hardly be added that equity rules 73 to 84 inclusive, established by this Court, assume the practice to be in accordance with this ruling.

2. But this court has repeatedly held that a departure by the Circuit Court from its settled course of procedure is error, even at law. In a case already cited, this court expressly adopted, from the dissenting opinion of Mr. Justice Curtis, in the Dred Scott Case, a statement of the law to that effect, as follows: —

"It is true, as a general rule, that the court will not allow a party to rely on anything as cause for reversing a judgment, which was for his advantage. In this we follow an ancient rule of the common law. But so careful was that law of the preservation of the course of its courts, that it made an exception out of that general rule, and allowed a

party to assign for error that which was for his advantage, if it were a departure by the court itself from its settled course of procedure."

M. C. & L. M. Railway Co. *v.* Swan, 111 U. S. 383.

In this case the appellant Peper does not seek to assign for error anything which was to his advantage below. On the contrary, the record shows that he sought, in due form, to have the controversy as to the true state of the accounts between himself and Moore examined by the court below in accordance with the settled practice of the court.[1] But this was denied him. The learned Judge who tried the cause thought proper to dispense with any such procedure, and to examine and determine for himself, on the final hearing, an account which a mere inspection of this record shows to have been both "complex and intricate." Many pages of this record are filled with elaborate statements of account, in mercantile fashion, including amended accounts, concerning which witnesses testified in detail, and to which were annexed more than one hundred separate exhibits, including account sales of cotton, bills rendered for repairing damaged cotton etc., — in short, a large mass of just such evidence as ordinarily comes before a Master, and which the settled practice of the court assumes that a Master ought to have full leisure and opportunity to examine in detail and report upon specifically. It may well be doubted whether the court below could have fulfilled this duty, upon a hearing in open court. Indeed, it may fairly be assumed from the opinion itself[2] that the learned Judge did not undertake to perform it, but contented himself with adopting the deposition of "the accountant, Mr. Convers," whose statement of the accounts is accepted as correct.[3]

Even if Mr. Convers was, as described in the opinion,

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[1] Pr. Rec. pp. 54–5.
[2] Pr. Rec. p. 355.
[3] Pr. Rec. p. 355.

"disinterested, and an honest and competent accountant and book-keeper," it remains true that he was not a Master of the court, nor acting under the responsibility of one, nor did nor could follow the practice prescribed to Masters, in respect of their report and exceptions thereto.

But this record shows that Mr. Convers was the confidential agent of complainant Fordyce in respect of this very business, before these suits were brought, and acted as his agent even in this suit; and that in giving his deposition, he was testifying to the results of an examination of the accounts made *by himself and the complainant Moore*. On this head, the court is respectfully referred to the deposition of Moore on pages 122 and 125 of this record; also to the deposition of Convers himself on pages 126 and 129; also to Convers' reply, on page 131, when asked whether he was a book-keeper, that he had "had some experience with books;" also to the fact appearing on page 58 of the record, that Convers made affidavit, in the absence of Fordyce, and as his agent, to the answer of Fordyce and Moore to the defendants' cross-bill.

It is respectfully urged for appellant, that even if the Circuit Court had rightfully assumed jurisdiction of this cause, its action in refusing to send it to a Master to take the account prayed for by both parties, according to the settled practice of the court, and in adopting, in lieu of such Master's report, the statement of those accounts made up by an employee of the complainant, — no matter how honest and well meaning such witness might be supposed to be — was an error, for which alone this decree should be reversed. The correct statement of these accounts was a vital question in this case; and the defendants below were entitled to that assurance that they should be patiently and thoroughly investigated by the officer of the court specially appointed for such purposes, which the settled practice of courts of equity has always afforded.

V.

This court will review the conclusions of fact arrived at by the court below, and on which the decree below was based, except those questions of fact which were involved in the proper taking of the accounts between Peper and Moore. Such finding of facts by the court below is in no sense conclusive upon this court, before which the whole record lies open for such examination as may be necessary to do justice between the parties.

It is stated in the brief here on file for the appellees (pp. 22–3): —

"We understand the law and practice, in equity, to be, where the facts are found by the trial court, and the cause turns upon *facts*, for the appellate court to follow the findings of the trial court *as it does the findings of the jury in cases of law*, even though the weight of the testimony might appear to be against the finding, unless it was palpably and glaringly wrong."

We respectfully dissent from this proposition. It is not supported by the decisions of this court, whatever may be the practice in this or that State court. Indeed, if it were pertinent here, many cases might easily be cited to show that it is the ordinary practice in equity of State appellate courts to review the whole testimony and reverse, affirm or modify a decree upon their own view of the facts, even in respect of points not raised in the court below.

For example, in the case of *Cassidy* v. *Metcalf*, 66 Mo. 510, which was a bill in equity to reform a contract, the Circuit Court decreed such reformation upon evidence deemed to be conclusive. The Supreme Court concurred in this conclusion, itself elaborately reviewing the whole testimony. But in view of certain other facts upon which no special stress was laid either in the court below or on appeal, the Supreme Court modified the decree in a very

essential particular, — in effect nullifying the relief granted below, by annexing a further condition thereto.

But the question here is as to the practice in this Court, not in State courts.

It will be remembered that the Court below did not specially find any fact whatever. The conclusions or findings of fact upon which that decree was based are found, as already shown, only in the opinion of the court, which is copied in this record, but it is not a part thereof.

England *v.* Gebhardt, 112 U. S. 506.

Under such circumstances, we respectfully submit that this court is not only not bound by the decree, but in order to determine whether such decree was properly rendered on the merits, must necessarily examine the evidence for itself, that is, must in effect review the conclusions of fact stated in the opinion filed below.

The provisions of section 698 of the Revised Statutes, requiring that upon the appeal of any cause in equity, "a transcript of the record, as directed by law to be made, *and copies of the proofs*, and of such entries and papers on file as may be necessary on the hearing of the appeal, shall be transmitted to the Supreme Court," sufficiently indicate what the law is on this point. If this Court is, in any sense whatever, bound by the finding (or the supposed finding, as in this case), of the court below, of facts in an equity case, why should *copies of the proofs* be transmitted here? The appellate jurisdiction of this court, under the Constitution (Art. III, sec. 2), includes all questions, both of law and fact "with such exceptions and under such regulations as Congress shall make." Nothing short of a statute, therefore, which should deprive this court of the right to review questions of fact on appeal in equity, would sustain the proposition contended for below.

The decisions of this Court, in cases at law, as to whether they have the right to review findings of fact on the evi-

dence, are of course not in point. No case is cited for appellants holding that this Court has ever declined to review conclusions of fact reached by the court below in a suit in equity, nor are appellant's counsel advised of any such case.

VI.

The conclusions of fact upon which the decree below was based, as stated in the opinion of the District Judge, were not supported by the evidence, in material particulars.

1. For the reasons above given, it is not intended here to discuss in detail those conclusions of fact, set forth in the opinion of the court below, which relate to the true state of the accounts between Peper and Moore — whether as to the price at which Moore's cotton was actually sold, or what amount of money Peper actually received therefor or the date of such receipt, or whether Peper did or did not send a false account of sales to Fordyce in *July*, 1881, or any other question of fact which would properly have been considered and reported upon by a Master. These questions would necessarily have come before a Master, so far as they might affect the state of the accounts between the parties.

For example, the court below struck out of the account about $996 of commissions allowed to Peper in Convers' statement of the account, on the ground that Peper had failed to keep correct books, and had rendered a false account. Whether this conclusion of law properly followed from said facts, if properly ascertained, is not in question. The taking of the accounts by a Master would have involved an inquiry concerning all such allegations. They are matters in respect of which, if the Master had found against Peper, he should have so reported specifically, so that exceptions might have been taken to his findings. But as the record stands, appellants cannot properly raise any

such question, there having been no reference, no Master's report, no items specifically admitted or rejected, accompanied by the evidence applicable thereto, and no opportunity to file exceptions, which alone this court would consider.

In respect, therefore, of every question which would properly have come before a Master, if a reference had been ordered as prayed for, appellants contend that the Court erred in not sending them to a Master for inquiry and report.

The attention of the Court has been called to these questions of fact, and to the conclusions reached by the Court below in respect thereof, chiefly for the purpose of enforcing the preceding contention, that the Circuit Court erred in respect of the manner in which those facts were dealt with and determined below, and for the further purpose of showing clearly to this Court that such error was material in the cause.

2. For a like purpose the attention of this Court is called to the fact that the Court below (practically, at least), adopted the deposition of plaintiffs' witness, Convers, in lieu of a Master's report upon the true state of the accounts. The conclusion reached by the Court below, that if Peper "had complied with his contract and held the cotton until the opening of the market in 1881 and sold then," etc., there would have been nothing due to him from Moore, is based upon the supposed state of the accounts between the parties, as shown "in the statements and exhibits appearing in and attached to the deposition of the accountant, Mr. Convers" — in connection with the conclusion also reached by the Court below, that Peper definitely agreed with Moore to hold the latter's cotton until the opening of the fall season of 1881, unless previously directed by Moore to sell the same. Unless both these conclusions of fact were correct, the final decree can not be sustained — whether in respect of the perpetual injunction against any sale under the deeds of trust, or in respect of the dismissal of Peper's cross-bill

for an account and the taxing of all costs against him. It follows, that if the court erred in adopting Mr. Convers' conclusions as to the state of the accounts, the decree was erroneous on the merits.

But it has already appeared that however honest Mr. Convers may have been, his relations to these parties were certainly not such as to justify his being treated as a Master of the Court *pro hac vice*. Even if he had been fully qualified to act as Master of the Court, still the appellants were entitled to have a reference duly ordered, and properly conducted; failing which, under the circumstances and in view of the issues in this cause, they respectfully insist that there was material error in the action of the court below.

3. It remains to consider certain conclusions of fact, arrived at by the court below from testimony other than of Convers, and which appellants respectfully submit were not justified by the proof, though material to the decree rendered.

(*a.*) *As to the agreement between the parties.*

It is stated in the opinion below [1] that, —

"Peper agreed in consideration that Moore would ship his cotton and execute the deeds of trust to secure advances to hold the cotton until the opening of the cotton market in the fall of 1881, unless Moore should order it sold before that time. Having agreed with Moore to hold the cotton he was bound to do so."

This apparently overlooks the fact, clearly established by the proof on both sides, that there were two distinct conferences between Peper and Moore on this subject, at different dates and under different circumstances. The first was in August, 1880, when Moore first promised to ship cotton to Peper, who then supposed him to be solvent and trustworthy. The second was in January, 1881,

[1] Pr. Rec. p. 354.

when Moore had gone to protest,[1] and when his creditors had hurriedly gathered at Hot Springs to get security for their claims and to arrange, if possible, for helping Moore out of his troubles, for their own sakes. In August, 1880, Moore owed Peper nothing, and Peper's object was to get his business, while Moore's object was to get Peper to advance him as much as possible. The proof is clear, even from Convers' statement of the account[2] that by the middle of December, 1880, Peper's advances to Moore amounted to over $12,000, while Moore was entitled to less than $3,500 credit for cotton, etc., shipped; and the items given in the account filed August 9th, 1881, as an exhibit to Peper's answer in the first suit[3] show that this large sum had been applied to the payment of numerous debts of Moore already due to sundry banks and other creditors. In other words, between August, 1880, and January, 1881, Peper's advances saved Moore from an earlier collapse, while Moore's arrangement to ship cotton against those advances was persistently violated.

Early in January, 1881, as appears from Morgan's testimony, and that of Austin (for plaintiffs)[4] Moore went to protest, and his creditors at once assembled at Hot Springs to see what could be done. It is clear that Moore was then hopelessly insolvent unless his creditors would carry him through — and Peper was already much the largest creditor. For this purpose Peper agreed to and did make some $3,000 further cash advances to Moore, taking the deeds of trust in question as security: and the agreement of January 10th, 1881, between Moore and Dodd, Brown & Co.[5] shows that other creditors also extended their claims on receiving security.

The question as to what agreement Peper made with

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[1] Pr. Rec. p. 74.
[2] Pr. Rec. p. 130.
[3] Pr. Rec. p 22.
[4] Pr. Rec. pp. 74, 60.
[5] Pr Rec. p. 63.

Moore, therefore, includes two distinct questions, as to what agreement was made at two different dates, under wholly different circumstances. The court below apparently overlooked this entirely, and treats it as one question: from which it may fairly be doubted whether the details of the evidence were properly brought to the attention of the court, or duly considered.

Without attempting an analysis of the testimony of the various witnesses on this point, — some of whom testified only as to what took place in January, 1881, while others testified as to their understanding of the conversations held in August, 1880, — attention is called to the following, as strongly tending to a very different conclusion from that reached by the court.

(1.) No such agreement by Peper was averred in the bill of complaint filed by Fordyce in the first suit, on June 11, 1881. The agreement therein set up is that Peper "agreed with Walter A. Moore, then a merchant, etc., to honor and pay his drafts and bills of exchange *to the amount of $7,000*, as an inducement to said Moore to ship and consign to him at St. Louis, Missouri, for sale on commission, cotton which he, the said Moore, might control or purchase in connection with his said business during the cotton season, fall, winter and spring *next following*."

This is a totally different agreement from the one averred in the bill subsequently filed by Fordyce and Moore in the State court. This bill was sworn to by Fordyce, who had been for a month previously in charge of Moore's affairs as his assignee, and certainly must be supposed to have known the facts. But if this account of the agreement was true, then the version of that agreement subsequently alleged was false. No explanation of this discrepancy was given by Fordyce in his testimony in the suit.[1]

(2.) The correspondence between Peper and Moore, from January 19, 1881, to June 13, 1881, both by mail and tele-

[1] Pr. Rec. pp. 131–133.

graph, is in evidence.[1] That correspondence shows great anxiety on both sides, and also shows every disposition on the part of C. G. Peper & Co. to carry Moore through without sacrifice; as to which, see especially Peper's letters of March 29, May 12 and May 14, 1881.[2] Nowhere in Moore's letters does he claim, even by implication, that Peper had, either in August, 1880, or in January, 1881, agreed to hold his cotton *until the fall season of 1881.* On the contrary, as late as May 31, 1881, two weeks after his assignment, Moore telegraphed to Peper, "*Won't you oblige me* by holding my common longer as it is advancing."[3]

This correspondence is of the highest importance as evidence of what both parties at that time understood the agreement to be. It is inconceivable, if Peper had agreed with Moore either in August, 1880, or in January, 1881, to withhold the latter's cotton absolutely from sale until September, 1881, that Moore should never have alluded to such an obligation on Peper's part, in that correspondence.

(3) The testimony of Morgan, who had no interest whatever in the controversy, and, though Peper's agent, was the friend of both parties, and originally brought about the arrangement between them, positively contradicts any such agreement having been made by Peper as found by the court. Morgan was the one witness who should have known of it, and he testifies point blank that if Peper ever made any such agreement he knew nothing about it.[4] Morgan's testimony was not impeached for any reason, and is supported by both the answers filed by Peper and Latta, under oath, as to what the agreement was, and by Peper's testimony.[5]

(4.) The testimony relied on by plaintiffs below to sustain the version of the agreement which was set up for the

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[1] Pr. Rec. pp. 178–184.
[2] Pr. Rec. pp. 179–181.
[3] Pr. Rec. p. 184.
[4] Pr. Rec. pp. 74-5
[5] Pr. Rec. p. 305.

first time in the second suit, brought on October 31, 1881, was that of Brown, Jaggers, Evans, Austin and Bruon, in addition to that of Moore.[1]

Of these witnesses, only Brown, Jaggers, and Evans testified as to what took place in the summer of 1880. Austin's and Bruon's testimony relates exclusively to what took place in January, 1881. But of these five witnesses three were directly interested in the controversy, adversely to Peper, — namely, Jaggers, Bruon, and Evans, all of whom are named as *preferred* creditors in the deed of assignment from Moore to Fordyce;[2] and Fordyce's first bill expressly purports to be brought at the instance and for the benefit of Moore's creditors, including these witnesses. Brown and Austin were not creditors of Moore; but Brown was employed by him in 1880 as salesman[3] and Austin went to Hot Springs in January, 1881, as the special representative of Dodd, Brown & Co., who were creditors of Moore, and his testimony relates to the conference of Moore's creditors in which he took part.[4]

Moreover, an inspection of their testimony shows that it was based largely upon inferences and conclusions drawn by them from statements made by Peper, as to *his expectation* that the security he then had was sufficient to enable him to carry Moore through until the next fall. It is impossible in an argument like this, to analyze this testimony, or to call attention to the frequent and marked discrepancies between the positive statements of these witnesses on direct examination, and their qualifications and admissions when cross-examined. It must suffice to say, that upon carefully analyzing it, it will be found that the clear and emphatic statements of Morgan, that no such agreement as found by the Court was ever made by Peper, are not overcome by the inferences and imaginings of

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[1] See Appellee's brief, pp. 3–7.
[2] Pr. Rec. p. 17.
[3] Pr. Rec. p. 110.
[4] Pr. Rec. p. 60.

witnesses directly interested to sustain a version of the agreement between Peper and Moore, which Moore's assignee did not himself assert when he first sought to obtain an injunction restraining a sale under these deeds of trust.

(*b.*) *As to the condition, weights, etc., of Moore's cotton.*

Another issue in the case, alluded to in the opinion of the court below, related to the condition of Moore's cotton. Peper's accounts and testimony showed that a considerable part of it was stained, water-packed, and otherwise damaged. To rebut this, plaintiffs offered the testimony of some thirty witnesses, farmers and traders from the interior of Arkansas, from whom it was claimed that portions of this cotton were bought by Moore, in lots of from one to ten or twenty bales. These witnesses testified, some more and some less positively, that the cotton sold by them to Moore was in good condition, — that the fall of 1880 was very dry and pleasant, and that there was no reason why the cotton should have rated so low. Moore himself undertook to support this testimony in detail, *and to describe from recollection the actual condition of bale after bale of cotton*, bought by him from these different witnesses.

It is needless to comment upon Moore's testimony on this head. There is nothing to show that Mr. Moore had any such phenomenal memory as would enable him to recall the actual condition of any bale, or any considerable number of bales of cotton, out of nearly a thousand bales in all, bought from fifty or sixty different people, in various counties in Arkansas, during a period of several months. Such testimony proves entirely too much.

Nor can the testimony of the persons who sold these bales to Moore be regarded as having weight. They testified in very general terms, and frequently with qualifications which left in doubt the very question in issue. Thus

Couch,[1] who ginned cotton for more than twenty different planters in 1880, including some who sold to Moore, testified: "*I don't think* the cotton I ginned for any of the parties I have named was stained, — *if it was I don't recollect it.*" Palmer,[2] who sold Moore 25 bales, admitted that some of it might have been wet by rain in course of transportation. Diffie[3] admitted that his statement in chief that there was no stained cotton in that part of Arkansas in 1880, was based "on what I happened to see riding about, and lateness of the fall." Johnson[4] testified that of the 20 bales of cotton he sold Moore, he raised only four or five himself, and that "if there was any stained cotton in this section that season *it was mighty little.*" In other words, much of this testimony consisted of just such sweeping statements as might have been expected, and with such qualifications on cross-examination, as practically destroyed its value for the purpose in hand. These witnesses also admitted, almost without exception, that they knew nothing about the classification of cotton in the St. Louis market — and yet it was precisely on that classification that the market value depended.

On the other hand, it was proved beyond controversy that Peper had nothing to do with fixing the weight, grade or condition of the cotton received by him at St. Louis. Under the rules of the St. Louis Cotton Exchange, put in evidence by defendants[5] all cotton sold in the St. Louis market was required to be weighed by persons licensed for that purpose by the St. Louis Cotton Exchange, whose duty it was to make due allowance for country damage, wet and dirty cotton, etc.,[6]

[4] Pr. Rec. p. 91.

[6] Pr. Rec. p. 175.

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[1] Pr. Rec. p. 85.
[2] Pr. Rec. p. 89.
[3] Pr. Rec. p. 90.
[5] Pr. Rec. pp. 174–178.

and the regulations of the Cotton Exchange are specific and peremptory on this whole subject.

In fact, Moore's cotton was weighed, according to these regulations, by H. A. Block, a licensed weigher of the St. Louis Cotton Exchange, and his reports of weights, etc., were put in evidence in the case. Peper testified positively[1] that he did not see this cotton, which was received and stored as usual at the Cotton Compress Warehouse, and knew nothing about its condition, all that matter being left to Mr. Block.

As to the classification of this cotton, the proof was that that was done by Jules Vaudry, whose regular business it was to class cotton, not alone for Peper & Co., but for many cotton buyers and factors, during many successive seasons. Vaudry's deposition[2] explains this fully, and confirms Peper's statement that he had nothing to do with that. Moreover, Vaudry's recollection as to Moore's cotton, classed by him for Peper, was that there were a great many stains upon it.[3]

In this connection, several receipts from Squires & Co., in evidence for defendants, may be referred to, showing the fact of damage by water to sundry bales of Moore's cotton, which had to be overhauled; the loss in one case being 231 pounds out of 499 pounds original weight.[4]

These portions of the testimony are referred to as showing that unimpeached and disinterested evidence for the defendants was offered, leading to conclusions very different from those reached by the court, but to which no weight whatever seems to have been given.

(c) *As to the charges of fraud.*

Other material conclusions of fact are stated in the opinion filed below, the proper consideration of which would

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[1] Pr. Rec. p. 294.
[2] Pr. Rec. pp. 340-347.
[3] Pr. Rec. p. 343.
[4] Pr. Rec. pp. 216, 254, 256.

require a still more extended analysis of the testimony. The "wilful and deliberate fraud" imputed to the defendant Peper by the Court below rests largely upon conclusions of fact, some of which appellants' counsel believe to have been wholly unsupported by the testimony. For example, the Court below found, explicitly[1] that *258* bales of cotton were sold by Peper on February 14th, 1881, for *11 1-8 cents per pound.* The testimony shows conclusively, we think, that the sale of February 14th was of only 229 bales (29 bales having been rejected by the buyer as damaged) and this sale was at *10 1-4 cents per pound.* This is a material difference of fact: and is established by the independent and confessedly disinterested testimony of Henry Guhne, who bought that cotton for Orthwein & Bro.,[2] as well as by the testimony of Lipphardt, Peper's bookkeeper.[3] The mistake of the Court, we respectfully submit, arose from the misunderstanding by the Court of the phrase repeatedly used by Lipphardt in his second deposition, that this cotton was sold at 11 1-8 cents "*on the basis of middling.*"[4] Counsel for appellee seems to labor under the same misapprehension[5] and actually quotes the explanation of that phrase, "*on the basis of middling,*" which Lipphardt gave, as proof to the contrary of what Lipphardt[6] repeatedly warned the examining counsel that it really meant.

The mistake of fact so made (as we respectfully submit) by the Court below, was a serious one, and bore directly upon the question of fraud. It is impossible to fully discuss the testimony in this argument, or, indeed, before this Court. The true solution of that question of fraud

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[1] Pr. Rec. p. 454.
[2] Pr. Rec. pp. 300-301.
[3] Pr. Rec. d. 302.
[4] Pr. Rec. pp. 336; 339-340.
[5] Brief p. 12.
[6] Pr. Rec. pp. 339-340.

depended on just such testimony as should have been taken before a Master, with ample opportunity for him to consider it in detail, and thereupon to report his conclusions, and the evidence upon which they were based, in such form that exceptions might have been taken thereto. It is earnestly contended for appellants, that if such reference had been had, and this voluminous testimony and these complicated accounts had been so examined, a very different conclusion would have been reached.

The same remarks apply to other conclusions reached by the Court below, upon testimony which, as appellant's counsel respectfully submit, could not have been properly brought to its attention, or sufficiently considered. This was most unfortunate for the defendant Peper. In this, as in so many cases, the question of fraudulent intent, as distinguished from errors arising from carelessness, mistake or dullness of apprehension, ought to be solved by a most patient and impartial consideration of many details of proof as to the relative situation of the several parties, the true purposes of Peper & Co. as shown by their correspondence with Moore between January and May, 1981, the relative credibility and trustworthiness of witnesses, and numerous other matters, each of which was a separate thread in the web and warp of the whole transaction. Peper is represented as a grasping creditor, seeking of deliberate purpose to ruin Moore and exclude other creditors from any benefit of his estate, by means of deeds of trust procured under false representations in January, 1881. Closer investigation shows that within four months after their relations began, Moore succeded in obtaining advances from Peper exceeding by more than ten thousand dollars the value of all cotton shipped to him during that period, all of which was used to pay off Moore's other creditors: that in January, 1881, so far from seeking to confiscate Moore's cotton, Peper made large additional advances, taking real estate security therefor, for the very purpose of helping him through: that, during the next three months (as the corres-

pondence shows)[1] Peper & Co., urged Moore to sell out that real estate in parcels at its real value, the deeds of trust to be released whenever sales were made, constantly reminding him, as was the fact, that the cotton in their hands was not sufficient, at the market prices, to protect them. On May 14th, 1881, the very day that Moore made his assignment to Fordyce, without notice thereof to Peper, Peper & Co. advised Moore[2] that they had made a further advance to protect a note of his due the day before. After that assignment was made, they did notify him, — as they had a right to do under Peper's view of the agreement between them, — that they would sell his cotton. If Peper's view of that agreement was correct, the finding of the court was entirely wrong, and the violation of duty on which the decree was based never took place.

But it is hardly necessary, if it were possible, t odiscuss in this Court the details of this evidence. As already pointed out, the greater part of this testimony was exactly such as should have gone before a Master. It was the misfortune of the defendants, to say the least, that the cause was tried in such a manner as almost necessarily to involve hasty and erroneous deductions therefrom. It is very evident, for whatever reason, that the learned Judge who tried the cause took a view of the evidence which (as stated in in his opinion),[3] "utterly discredited Peper and his books," and induced the harshest possible view of whatever testimony bore against him.

It is submitted that nothing could more strongly confirm the wisdom, the justice and the necessity of that "settled course of procedure" in chancery cases involving the examination of complicated accounts, a departure from which,

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[1] Pr. Rec. pp. 178-184.
[2] Pr. Rec. p. 181.
[3] Pr. Rec. p. 354.

in this case, is assigned for error on the part of the court below.

It is therefore insisted, on behalf of these appellants: —

1. That the Circuit Court had no jurisdiction of the suit brought by Fordyce alone against these appellants on June 11, 1881;
2. That said court had no jurisdiction of the second suit, brought by Fordyce and Moore in the State court on October 31, 1881, and removed to the Circuit Court;
3. That for want of such jurisdiction in the Circuit Court, the decree therein rendered should be reversed by this court without considering the merits of the controversy, and with directions such as heretofore respectfully suggested;
4. That if this court should be of opinion that the Circuit Court had jurisdiction of said suits or either of them, nevertheless the decree below was erroneous and should be reversed —

   Because it was material error to try said cause in open court, without referring it to a Master, as prayed for by appellants, to state the accounts between the parties:

   Because said decree was based upon material conclusions of fact, arrived at by the Court below, which were not supported by the evidence.

HENRY HITCHCOCK,
Of Counsel for said Appellant.

IN THE

Supreme Court of the United States.

OCTOBER TERM, 1885.

No. 293.

CHARLES G. PEPER, SUED AS CHAS. G. PEPER & CO.,

AND

GEORGE. W. LATTA, *Appellants.*

V.

S. W. FORDYCE, *Assignee* OF WALTER A. MOORE AND WALTER A. MOORE.

APPEAL FROM THE CIRCUIT COURT OF THE UNITED STATES FOR THE EASTERN DISTRICT OF ARKANSAS.

BRIEF OF APPELLEES.

UNION PRINTING COMPANY, LITTLE ROCK.

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BRIEF.

By this suit, consisting of one instituted in the Circuit Court for the Eastern District of Arkansas, and another consolidated with it after removal from a court of the State, the appellees seek an accounting, a cancellation of certain deeds of trust, and an injunction to restrain the sale of property under them.

Their pleadings are to the effect that the appellee, Moore, a merchant of Hot Spring, Arkansas, in the cotton season, commencing in the fall of 1880, and ending in the spring of 1881, consigned to the appellant Peper, a cotton factor of St. Louis, Missouri, under the name of Peper & Co., 929 bales of cotton, under an agreement that it should not be sold on a low market without his consent, but should be held for a good price, even until the full opening of the fall market of 1881, if he should desire it, and that Peper, in the meantime, should make advances upon it to meet the demands of his business; that in January, 1881, after some consignments and advances had been made, and when the price of cotton was low, notes, secured by trust deeds in which appellant, Latta, was named as trustee, to cover an approximate estimate of the probable excess of the unpaid advances over the value of the unsold cotton, as the market then stood, and to secure future advances, were given by Moore to Peper, but were to be subject to a final settlement between them; Peper stating that he only desired them for the purpose of transferring the risk from himself to Moore, and of justifying him in carrying out his agreement to hold Moore's cotton, and that when they should become due he would extend them, if so required; that the making of consignments and advances under the agreement, continued until in the spring of 1881, when, in consequence of Peper's refusing to extend the notes which were falling due, Moore made an assignment for the benefit of his creditors to the appellee, Fordyce; that on the second of June, 1881, Peper, who had previously sold only sixty-seven bales of said cotton, as far as appellee

knew, sold the remainder over their protest, on a low market at the price of 9⅛ cents per pound, but rendered them no account thereof, and that upon a fair accounting Moore will owe Peper nothing.

In taking depositions under the first suit, it was discovered that Peper had concealed from Moore a sale made in February, 1881, of 267 bales of the cotton at 11⅛ cents per pound, which fact, with other frauds, is charged in the second complaint.

The appellants deny the agreement to hold the cotton, and say that the notes and deeds were not intended as an indemnity to Peper, against the risk of holding it, nor as security for advances, but they ask by cross-bill, the taking of an account and a sale of the trust property.

Upon the question as to the agreement to hold the cotton, and the objects for which the notes and deeds were given, the testimony is, in effect as follows:

Moore says that in the summer of 1880, when Peper, as Peper & Co., in person, and through his agent, Morgan, was soliciting him to consign cotton to them as factors in St. Louis, he told them that he would not take any part of his business from his then factor, Rowland, except to turn it to factors who possessed the inclination and the financial ability to hold it for high prices, and until he should order it sold; that Peper proposed to do this, and that an agreement was accordingly made that he would ship them one-half of his cotton during the season, and that they would hold it for high prices—not sell without his consent—and would advance him money to meet the demands of his cot-

ton business, to be repaid as his cotton was sold. (*See printed transcript, pp. 112, 113, 114.*) He also says that in January, 1881, Peper and Morgan returned and asked him for security against the risk of holding his cotton, stating that it had declined beyond their expectations owing to the large crop, and that they feared it would go yet lower; that recognizing the justice of this, he executed to them notes, aggregating $7,300.38, which was an approximation of the difference between the value of the unsold cotton then in their hands, and the unpaid advances, they figuring the cotton as they pleased, and he feeling no interest in the amount, as it was to be subject to a final settlement between them; that they repeated the agreement to hold the cotton, and make advances, to be governed by the value of the cotton consigned; that he executed to Latta, to secure them, trust deeds upon property which he considered worth $30,000, and that they agreed to extend the notes, if he was not in condition to pay them at the time fixed for their maturity, saying that time was not material to them, but that the papers would not be valid unless a time of payment was fixed. (*Id., 114, 115*).

Bernard Brown says, that in the summer of 1880, Peper and Morgan came to Hot Springs, and solicited Moore's cotton business; that Moore replied that Rowland & Co. were his cotton merchants; that Peper told him he thought they could do better by him than Rowland could, because they had all the money they needed, while Rowland had to do business on borrowed money; that they could hold his cotton for good prices, and not sell on low market; that Moore answered by saying that would be the only induce-

ment for him to change, and that while he could not quit Rowland altogether then, he might ship them half his cotton. Peper replied that they would hold his cotton as long as he wanted it held, or until he ordered it sold; that they had come to get his business, and wanted him as a customer; that they went back into the office, out of his hearing, but that as they were shortly afterwards leaving the store, Morgan said to him, "I think we have everything fixed." (*Id.*, *110.*)

R. B. Jaggers says, that in August, 1880, Morgan came to Hot Springs, soliciting Moore's cotton business for Charles G. Peper & Co., and stated often that if he would ship them his cotton, they would let him have what money he needed in his business, and would hold it until it would bring good prices, or he ordered it sold; that Morgan went away shortly after that, and that Moore shipped part of his cotton to Peper & Co., and part to Rowland & Co.; that in January following Peper and Morgan returned to Hot Springs, and asked Moore for additional security, telling him that cotton had declined so that they did not feel entirely safe, and that if he would give the additional security they would still advance him money, and that Morgan again said they would hold his cotton until he ordered it sold. (*Id.*, *107*, *108.*)

Austin says, that in January, 1881, the time when the notes and trust deeds were given, Peper agreed to hold Moore's cotton until he should direct it sold; that they anticipated a rise in the price of cotton, and that Peper promised to advance him such money as might be neces-

sary to carry him through the following season, and that the notes secured by the trust deeds, as Peper stated, were not for an actual indebtedness, but for an estimated amount that might become due from the holding of the cotton (*id.*, *60*, *61*, *62*); that the notes were not a finality.

Bruon says, that in January, 1881, he was called to acknowledge some deeds of trust from Moore to Latta, to secure notes from Moore to Peper; that the dates of the maturity of the notes had been left blank, but were then filled in, Peper saying that it made no difference when they fell due, as they would be extended if not paid. He says they spoke of the amount as a sum that might become due, if cotton went down; also, that Peper told him that Moore owed him money, but that he had cotton in his hands which he wished him to hold, and that he would hold it as long as Moore wanted him to, if he would secure him against future decline in price. (*Id.*, *109*). On cross-examination he says, that Peper expressed himself as satisfied with the security, and said it would justify him in holding the cotton as long as Moore desired. (*Id.*, *109*.)

Evans says, that in July or August, 1880, at Hot Springs, Peper and Morgan had some conversation with Moore and with Brown, the particulars of which he did not understand, but that as Peper was leaving, he told Moore to draw on him when he wanted money, and offered to give him a check for $3,000; that they returned to Hot Springs in January, 1881; and that in a conversation between him and Peper, he told Peper that Moore would go through safely if his cotton was held for a good price, and that

Peper told him that if Moore secured him, he would hold it until he ordered it sold; and that two or three days afterwards, when Peper was again leaving, he asked him if everything was arranged, and he answered it was. (*Id.*, *112.*)

Fordyce says that, soon after the assignment was made, he called on Peper at St. Louis, and told him that Moore claimed that there was a contract between them that he should hold the cotton, and asked him to hold it, but that he refused to do so, saying that he had consulted his father about it, and that he advised him to sell it, and make an end of the matter. (*Id.*, *1331.*)

No effort is made by the appellants to controvert this testimony, except through Peper and his agent, Morgan, alone, and even in their testimony, the existence of the agreement finds strong corroboration:

Morgan says, he found Moore more inclined to ship to Peper than the other merchants of Hot Springs, and clung to him until he obtained his consent to give Peper a share of his business (*id.*, *72*), and that he told Moore that Peper was able to hold his cotton, both when he first solicited his business, and in January, 1881 (*id.*, *74*, *80*); and he further says, in speaking of the notes secured by the deeds of trust, that their basis was advances, and that Moore gave them to secure Peper's demand of $7.000, and to protect him against any advances he might make him in future, and against any decline in cotton (*id.*, *77*, *78*), and Peper, in speaking of the transaction in which the notes and trust deeds were executed, on the tenth of Janu-

ary, 1881, makes the following statement: "At that time Moore gave me directions to hold or sell his cotton as I thought best." (*Id., 293.*) Again, he sold 229 bales on the fourteenth of February, 1881, at 11⅛ cents per pound (*id., 309*), and that he did not give Moore credit for it until the second of June following, because Moore telegraphed him, just after it was sold, not to sell it (*id., 313, 314*); and then he had the marked liberality to report it at 9⅛ cents per pound (*id., 314*), perpetrating a deliberate fraud upon his straitened customer, to the extent of many hundreds of dollars, and he told his employee not to tell that the cotton was sold (*id., 65, testimony of Mackwitz*); and on the sixteenth of February, 1881, he wrote Moore, in reference to the cotton, that he would abide by his instructions. (*Id., 182, Exhibit P*).

This conduct of Peper and Morgan is due to the agreement alone. In their anxiety to get Moore's business, they made him promises which, when their interest became involved beyond their expectation, they found inconvenient to perform, and violated, at the expense of truth. He was under contract to hold the cotton. His security, out side of the cotton itself, was worth $30,000—so he could well have held the cotton, for his security was ample. By his course of conduct he forced Moore to make an assignment, and then, at once, caused the Trustee, Latta, to advertise the property named in his deeds of trust, for sale, undoubtedly thinking that at a forced sale, although still holding the cotton, he could get the real estate at a nominal value, and so grasp cotton, real estate and all.

The deeds of trust to Peper prevented Moore from obtaining credit elsewhere, or from raising money upon his real estate security, thereby placing him wholly in the power of Peper's rapacity.

Peper was very desirous of selling the cotton, as is shown by his book keeper, Liphardt, and his agent, Morgan, at the instance of the latter of whom, Moore sent letters and telegrams which are exhibited to Peper's deposition, as tending to contradict the existence of the agreement. (*Id., 303, 314.*) Morgan knew that Peper was obligated against selling the cotton, but believed he would sell it unless remonstrated with, and so told Moore, and hence the telegrams and letters. Even Liphardt, his confidential clerk, testifies that he called Peper's attention to the fact that he had not rendered an account of sales, when Peper replied "he had *carte blanch, &c.,*" as though that excused him from making proper returns, or protected him in making false ones.

There is also a wide disagreement between the parties as to the weight, quality, class and value of the cotton.

After his detection in the efforts to suppress the knowledge of the sale of February, and pass a false account of the sale of June, Peper files a cross-bill, praying the taking of an account and a sale of the trust property, and on modifying his account so as to indicate the sale of 229 bales as of February asks the court to receive it as true, and decree balance accordingly.

By this account the cotton is reported as of low grade generally, and a great deal of it as dirty, seedy, stained,

water-packed, sand-packed and plated; conditions which could not exist except by the deliberate frauds of the ginners, packers, farmers and consignor; and the loss in weight is extremely large.

Moore acquired the cotton from his customers then residing within a radius of from ten to ninety miles from Hot Springs, weighed it carefully and correctly, marked and numbered it, and made such entries respecting it as enabled him to trace each bale to the seller, as Snyder, Morgan, Moore and others testify (*id.*, *80*, *105*, *106*, *110*), and for the ascertainment of the truth, resort to these sources became necessary after Peper's wrongful disposition of it. The bales stated in Peper's account to have been of the condition and quality above indicated, are traced to the persons from whom Moore received them, and as many of these as it was practicable to call contradict the statement. (*Id.*, *116*, *117*, *118*, *119*, *120*, *121*.) Their testimony will be found in the printed transcript (*pp. 83*, *87*, *88*, *89*, *90*, *91*, *92*, *93*, *94*, *95*, *96*, *97*, *98*, *99*, *100*, *101*, *102*, *103*, *104 and 105*.) Particular attention is invited to a bale purchased by Moore from Abe Phillips, and reported after the sale by Peper as water-packed, and at a weight which involves the loss of 147 pounds; and to two bales, purchased by Moore from A. W. Hagan, and reported by Peper as damaged and at a weight involving a loss of 298 pounds. Moore testifies to the correctness of his weights, and the good condition and quality of these bales (*id.*, *117*, *118*, *119*); and Phillips says his bale was of good condition and quality, nicely handled throughout, and not

water-packed (*id.*, *101*); and Hagan says that his bales were of good condition and quality, not damaged, and should not have lost in weight (*id.*, *104*, *105*). Attention is also invited to the testimony of J. H. Lecroy, P. H. Burroughs, H. P. Cogburn, J. A. Brown, A. H. Palmer, S. W. Diffie, J. J. Johnson, W. B. Seay, F. O. Brown, B. Lambert, W. M. Meredith, E. E. Mac Legert, G. W. Gray, Jeff. Collier, G. W. D. Johnson, M. L. Anderson and P. Craig, showing that cotton in the section, and of the year in which Moore bought this, was of unusually good quality and condition, and free from stain. (*Id.*, *86*, *87*, *88*, *89*, *90*, *91*, *92*, *94*, *96*, *97*, *98*, *99*, *102*, *103 and 104*.) These witnesses were farmers and ginners, long accustomed to handling cotton, resided in the section where this cotton was produced, and have unquestionable knowledge of the matters of which they speak. No notice was given Moore by Peper, or any one, that any of the cotton was received in bad condition (*id.*, *120*); but all these complaints of stain, fraudulent packing and bad condition are reserved until the cotton has been sold and put out of reach. It should have been classed as middling. (*Id.*, *120*.) Morgan took it in hand to remain at Hot Springs and purchase cotton for Moore to be shipped to Peper (*id.*, *106*), and certainly he would not have purchased bad cotton; and this same Morgan, who, on page 81, manifests deep feeling in favor of Peper, says that he would have classed the cotton as averaging low middling. (*Id.*, *79*.)

In view of this testimony was it possible to sustain the account as stated by Peper? It is true that he sought to fortify it by the testimony of Vandey, of Liphardt, Meier

and Block, and by rules of the cotton exchange; but in this he fails; for Vandey and Block are shown, on cross-examination, to have no such recollection of the matters as would warrant them in saying that they classed or weighed this cotton; and Meier, instead of purchasing in the regular way, and taking precautions to protect the interest of the factor, or of himself, permitted the cotton to remain in the warehouse without reweighing, and without any inspection until the time for rejection and correction of errors had passed. It is true also that effort is made to show that the sale of February was made of lower grades of cotton on the basis of middling, and that Peper did not in fact get 11⅛ cents per pound for it; but Liphardt inadvertently contradicts this, for on page 337, he says there was not a bale of middling in it, and on page 340, when asked to explain what he meant by price or sale on the basis of middling, he says: "If I sell a man two bales of cotton in one lot, one worth 12c. and one worth 11c., that will make 23 cents, so the average price will be 11½ cents; consequently, if middling is 12 cents, these two bales will have been sold on the basis of middling;" and that it was sold in a lot of 431 bales. (*Id.*, *339*, *340*).

This entire account is falsified, both in respect of weight and quality, and also condition of the cotton, by the testimony of many witnesses who cannot be mistaken.

Moore's weights, from which there was a decrease of over 7,000 pounds, were correct (*id.*, *115*), and it is shown that the appellees would not have consented to a sale until in November, when the cotton was worth 11½ cents per pound. (*Id.*, *115*.)

The Circuit Court preferred the theory of the appellees; disallowed Peper's claim for commissions, and approved an account presented with the deposition of Converse, an expert accountant, who had access to the books of both parties, and all the data.

The particular attention of the court is called to the deposition of this witness, and the exhibits thereto attached, beginning on page 126 of the transcript, and ending on page 163. A summary of his statements of the amount is found on page 135.

Upon the evidence in the whole case, after full argument by counsel on both sides, the learned court, before whom this case was tried, found the facts as stated in the following opinion and judgment:

OPINION.

"Caldwell, J. In 1880, and some years prior thereto, W. A. Moore carried on business as a merchant at Hot Springs. In its season he handled cotton, which he consigned for sale to factors in St. Louis and elsewhere. The defendant, Peper, was a cotton factor, doing business in St. Louis, and in the fall of 1880, he opened negotiations with Moore, for the consignment of the latter's cotton for that year. The parties arrived at an agreement on the subject as to the terms of which they now widely differ. During the cotton season Peper advanced to Moore large sums of money, and the latter shipped to the former 929 bales of cotton and other articles.

On the 10th day of January, 1881, Moore executed to Peper & Co., three notes, each for $2,433.46, drawing 10

per cent. interest from date, and due in ninety days, and six and nine months, respectively; and on the same day executed deeds of trust on real property to secure their payment. These notes, and one dated January 13, 1881, for $100.00, and the deeds of trust to secure them, do not represent any transaction or debt separate and distinct from the advances charged to Moore in the account current. They were taken to secure advances made and to be made, and were to stand as a security for any balance due from Moore to Peper on final adjustment of their account. On the 16th of May, 1881, Moore failed, and made an assignment of his property to the plaintiff, Fordyce, for the benefit of his creditors. As soon as Peper was advised of Moore's failure, he directed a foreclosure of the deeds of trust, and the trustee named in the deeds advertised the property for sale on the 14th of June, 1882. Thereupon the plaintiff filed the bill in this case for an injunction and accounting, alleging that, upon a fair and honest adjustment of the accounts between Moore and Peper, according to the terms of the contract between them, there would be nothing due the latter, but a large sum due Moore, and charging Peper with various frauds in the conduct of the business. Peper filed an answer denying the allegations of the bill, and a cross-bill praying for a foreclosure of the trust deeds.

The first cotton shipped by Moore to Peper, amounting to sixty-seven bales, was sold in December, 1880, and an account of sales rendered, to which no exception is taken. The contention relates to the remaining 862 bales. In July, 1881, Peper transmitted to the assignee of Moore an

account of sales showing that 858 bales had been sold on the 16th of June for 9⅛ cents a pound. This account of sales is conclusively shown to be fraudulent. It is proven —indeed, Peper and his clerk are compelled to admit the fact—that instead of 858 bales having been sold on the 16th of June for 9⅛ cents per pound, 258 bales of that number had, in fact, been sold on the 14th of February for 11⅛ cents per pound. No entry of the sale of 258 bales on the 14th of February was ever made in Peper's books, and no account of the sale rendered. On the contrary, Peper wrote Moore, after the sale, that he was holding all his cotton, and when he sold the remaining 600 bales on the 16th of June, at 9⅛ cents per pound, he transmitted an account of sales showing the sales of the whole 858 bales on that day, and at the price of that day, charging Moore insurance and storage on the whole 858 bales down to that date. The 258 bales had been sold and delivered on the 14th of February, and Peper had received the money for it at the rate of 11⅛ cents a pound, but no credit was given to Moore, and he was charged with interest on all advances made to him, for the period from the 14th of February to the 16th of June, as though none of his cotton had been sold. This was not an oversight or mistake; it was purposely and knowingly done, and was, therefore, willful and deliberate fraud. When Peper directed his clerk to transmit an account of sales showing the sale of all the cotton on the 16th of June, at the prices of that day, the latter called his attention to the fact that the 258 bales of cotton had been sold four months before, for two cents per pound more than was realized for that sold on the 16th of June, to which

Peper responded, he had a "*carte blanche* to sell it." Neither Peper nor his clerk are able to invent a plausible pretext or excuse for this fraud. The difference of the price of the cotton at the time the 258 bales were sold and the time it was reported sold, and the storage and insurance and interest on the proceeds of the sale for the like period, amounts to nearly $2,000.

It is shown that no entry relating to the sale of the 858 bales of cotton appears on the defendant's books prior to July. These facts utterly discredit Peper and his books. The preponderance of evidence establishes the fact that Peper agreed, in consideration that Moore would ship him his cotton and execute the deeds of trust to secure the advances, to hold the cotton till the full opening of the cotton market in the fall of 1881, unless More should order it sold before that time. Having agreed with Moore, upon sufficient consideration, to hold the cotton, he was bound to do so. It is undoubtedly the law that a factor who has made advances on the credit of the goods has a right to sell enough to reimburse his advances, unless restrained by some agreement with his consignor.

Weed vs. Adams, 37 Conn., 378.

Field vs. Farmington, 10 Wall., 141.

Peper was restrained by the terms of his contract with Moore, from selling the cotton before the opening of the cotton market in the fall of 1881. Moore is entitled to the benefit of this contract. Neither Moore nor Fordyce, his assignee, ratified this sale, but protested against it, and have continued to protest. Peper must account to the

plaintiff for the difference in the price of cotton at the time it was sold and the price in the fall of 1881. There is also a wide discrepancy in the accounts of the respective parties, growing out of differences in weights, grades, and condition of the cotton. The clear weight of the evidence is with the plaintiff on all these points. The difference between the parties aggregates a large sum. Moore claims and testifies that Peper owes him $6,760, and Peper claims and testifies that Moore owes him $10,000. The accounts and claims on both sides have been carefully examined in the light of evidence and the law. It would serve no useful purpose to enter into a detailed statement of the accounts, and point out each item of difference. The true state of the accounts between the parties, upon the facts as found and the law, is shown in the statements and exhibits, appearing in and attached to the deposition of the accountant, Mr. Converse. This witness is disinterested, and is an honest and competent accountant and bookkeeper. He had access to the books and papers of both parties, and his statement of the accounts is based on facts clearly established by the evidence. From these statements it appears that if the defendant had complied with his contract, and held the cotton until the opening of the market in 1881, and sold then, and accounted for the proceeds according to the actual weight, grade, and condition of the cotton, there would have been nothing due him from Moore, but a small sum due to the latter. The only point of difference which is left in doubt by the evidence, relates to the rate of interest Moore was to pay. He claims he was to pay only 8 per cent., while Peper claims he was

to pay 10. The fact that the notes draw 10 per cent., is a strong circumstance to show that from their date, at least, balances were to draw that rate. In the statement of Mr. Converse interest is calculated at 8 per cent.; but if the additional 2 per cent. is allowed the defendant, it is more than overcome by an error made in allowing commission to the defendant in the statement of the accounts. The defendant charges $966.90 for commission, and this item is allowed him in Mr. Converse's statement of the account. It is a settled rule of law, that a factor or other agent, who is guilty of fraud or gross negligence in the conduct of his principal's business, forfeits all claim to commissions or other compensation for his services.

Story Ag., Secs. 333, 334.

1 Pars. Cont., 99.

Segar vs. Parrish, 20 Grant, 672.

Vennum vs. Gregory, 21 Iowa, 326.

White vs. Chapman, 1 Starkie, 113.

Hammond vs. Holiday, 1 Car & P., 384.

Denew vs. Daverell, 1 Camp., 451.

Hurst vs. Holding, 3 Faunt., 32.

Hill vs. Featherstonbaugh, 7 Bing., 569.

Turner vs. Robinson, 6 Car. & P., 16.

Smith vs. Crews, 2 Mo. App., 269.

Brannan vs. Strauss, 75 Ill., 234.

In this case the defendant deliberately returned a grossly fraudulent account of sales, kept false books, and sold

the plaintiff's cotton in violation of his contract. These frauds and misconduct made it necessary for the plaintiff to resort to a court of equity for an accounting.

On these facts the defendant is not entitled to commission or other compensation for his services. Allowing the defendant interest at the rate of 10 per cent., and deducting his commission, the balance is still in favor of the plaintiff. But the plaintiff is not entitled to a decree for this balance, because it about equals the small notes received by the defendant as collateral, and which are charged to him in the statement of the accounts, but which have not been collected. These notes being six of W. H. Groves for $50 each, and one of bill for $32.38, may be retained by the defendant. Let a decree be entered on the original bill perpetually enjoining the defendant from foreclosing, by sale, by trustee or otherwise, the deeds of trust mentioned in the bill, and requiring the defendant to surrender said deeds and notes of the plaintiff Moore for cancellation, and dismissing the cross-bill of Peper for want of equity, and requiring him to pay all costs."

Federal Reporter, Vol. 16, page 516.

This opinion was rendered upon the bill of Fordyce, assignee, etc., versus Peper, for an injunction, and upon the cross-bill of Peper, where he was the actor, seeking affirmative relief in settling his accounts and foreclosing the mortgage and deeds of trust given by Moore. This opinion of the learned judge, with the authorities cited, is the best argument we can submit in this case, and is a full vindication of the correctness of the decision appealed from.

The following propositions of law seem to be enunciated, and to be perfectly applicable to the facts of the case.

1. A factor who has made advances on the credit of goods consigned to him for sale, has a right to sell enough to reimburse him for his advances, unless restrained by some agreement with his consignor.

2. If a cotton factor, for a sufficient consideration, agrees to hold the cotton of a consignor until the opening of the next year's market, he is bound to do so; and if he sells the cotton before the time, without the consignor's consent, he is liable for the difference between the price at the time he sold and the price at the time he was authorized to sell.

3. A factor or agent, who is guilty of fraud or gross negligence in the conduct of his principal's business, forfeits all claim to commissions or other compensation for services.

4. Where a factor knowingly transmits to his consignor a grossly false and fraudulent account of sales, and does not enter the sales on his books until months after they were made, and then enters them falsely, no credit will be given to the factor or his books.

As Mr. Ewell says, in commenting on this case (*Federal Reporter, supra*), it seems that there can be no question as to the entire correctness of this opinion, on the points stated, and that the whole case is a happy illustration of the entire harmony which ought always to exist between law and justice.

While these reasons are sufficient, yet it seems to us that there is another principle of law which fully sus-

tains the decree of the circuit court in this case. Peper occupied a fiduciary relation to Moore. He was his factor, owing fullest good faith to him, as a trustee.

Fordyce, the assignee of Moore, was a trustee not only of Moore, but of all his creditors. After the assignment of Moore to Fordyce, Peper presented his account against Moore, under oath, and in answer to the injunction suit of Fordyce, assignee (*printed transcript, 24, etc.*), in which he claimed the five hundred and ninety dollars fraudulently charged against Moore, and in which he credited Moore for the fraudulent sale of February, of 293 bales at 11½c., as of June 2, and then at only 9½c., and also made out the false statements of quality and weight of the balance of the cotton consigned. (*Printed transcript, pages 65, 313, 314, 316, 317, 321, 326, 328, 329, 331, 336, 338, 339*), and the facts found by the trial judge.

And we understand the law and practice, in equity, to be, where the facts are found by the trial court, and the cause turns upon *facts*, for the appellate court to follow the findings of the trial court, as it does the findings of a jury in cases of law, even though the weight of the testimony might appear to be against the findings, unless it was palpably and glaringly wrong.

In the case of *Harper vs. Sexton, in the 22 Iowa, 444, 446*, the court says that "Although the proofs in this case do not satisfy us, as they did the learned judge who tried the case in the district court, that there was actual fraud in the tax sale, yet, in view of the well settled rule, that the findings of the court on a question of fact, like the

verdict of a jury, ought not to be disturbed, unless clearly against the weight of evidence, perhaps we ought not to disturb such finding."

And in the case of *Branch vs. Mitchell, 24 Ark., 431, 443*, the supreme court of that State says: "It may be added, this simple question of fact is before us here, precisely as it would be if the parties had had it tried before a jury, on an issue out of chancery, and the verdict being against them, their motion for a new trial had been overruled. Even if we thought that the weight of the testimony was against the finding, we would not disturb it unless it was palpably and glaringly wrong. If there is merely a doubt, or a preponderence of testimony, one way or the other, the finding below must remain conclusive."

Both of these cases were suits in equity pending in appellate courts.

In *Marrett, assignee, v. Atterbury, 3 Dillon, U. S. Ct. Ct. Reports, page 444*, Mr. Justice Miller held that as Atterbury had proved up, in bankruptcy, some $19,000 against the estate of the bankrupt, when he knew that only $9,000 was justly due him, he was not entitled to a dividend on any part of his claim, on account of his fraudulent conduct. See, also, *in re Elder N. Bank, Reg., 670*, and *in re Hook., 11 Bank Reg., 282.*

The principle upon which these cases are decided, viz.: That "fraud corrupts and destroys the whole debt," is not alone applicable to fraudulent claims made against bankrupt estates. Indeed it is the rule of courts of common law every where, and applies to all cases of trust. There

is no difference, practically, between administering upon the assets of an estate, by an assignee, for the benefit of all the creditors, under the laws of Arkansas, and the winding up of an estate by an assignee under the bankrupt laws.

Pierce v. Patridge, 3, Met., 44.

In *Fairfield v. Baldwin, 12, Pic., 338*, the Court held that where one had obtained a judgment upon certain notes, and had included in it one note, knowing it to be fraudulent, the whole judgment was void. This case is cited and approved in *Taaffe v. Johnson, 7, Cal., 352.*

In bankruptcy a way is provided for one creditor to contest the claim of another, but in the case of an assignment the way would be hard to find and difficult to travel, and as Peper fraudulently claimed of the assignee a sum vastly in excess of what was due him, based upon false, fictitious and fraudulent claims, he ought to forfeit the whole demand, as against the other creditors of Moore, all of whom were represented by Fordyce, his assignee.

EBEN W. KIMBALL,
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Solicitors for Appellee.